

**AGENDA OF AN ADJOURNED REGULAR MEETING - NATIONAL CITY
CITY COUNCIL/COMMUNITY DEVELOPMENT COMMISSION – HOUSING
AUTHORITY OF THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, AUGUST 1, 2017 – 5:00 PM**

RON MORRISON
Mayor

JERRY CANO
Vice Mayor

ALBERT MENDIVIL
Councilmember

MONA RIOS
Councilmember

ALEJANDRA SOTELO-SOLIS
Councilmember

ORDER OF BUSINESS: Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

REPORTS: All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website www.nationalcityca.gov.

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

**1243 National City Blvd.
National City
619-336-4240**

**Meeting agendas and
minutes available on web**

WWW.NATIONALCITYCA.GOV

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

CONSENT CALENDAR: Consent calendar items involve matters which are of a routine or noncontroversial nature. All consent items are adopted by approval of a single motion by the City Council. Prior to such approval, any item may be removed from the consent portion of

the agenda and separately considered, upon request of a Councilmember, a staff member, or a member of the public.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audífonos están disponibles en el pasillo al principio de la junta.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

OPEN TO THE PUBLIC

A. CITY COUNCIL

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

PROCLAMATIONS

AWARDS AND RECOGNITIONS

PRESENTATIONS

INTERVIEWS / APPOINTMENTS

CONSENT CALENDAR

1. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
2. Approval of the Minutes of the Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City of June 20, 2017. (City Clerk)
3. [Resolution of the City Council of the City of National City approving a salary schedule for the Management employee group for Fiscal Year 2018 in compliance with the requirements of the California Public Employees Retirement System \(CalPERS\), with the removal of the Assistant Police Chief classification. \(Human Resources\)](#)
4. [Resolution of the City Council of the City of National City approving a salary schedule for the Firefighters Association employee group for fiscal year 2018, effective August 1, 2017, in compliance with the requirements of the California Public Employees Retirement System \(CalPERS\). \(Human Resources\)](#)
5. [Resolution of the City Council of the City of National City, 1\) accepting an Urban & Community Forestry California Climate Investments \(CCI\) Grant Program award in the amount of \\$650,800 through the California](#)

- Department of Forestry and Fire Protection (CAL FIRE) for an Urban Forest Expansion and Improvement Project 2) accepting the terms of the Grant Agreement; and, 3) authorizing the City Manager to execute the Grant Agreement; and 4) authorizing the appropriation of \$650,800 and corresponding revenue budget in the Engineering Grants Fund. (Engineering/Public Works)
6. Resolution of the City Council of the City of National City authorizing the Mayor to sign an Encroachment Permit and Agreement with Southern Highlands Partners, LLC, for the installation of an Americans with Disabilities Act (ADA) compliant pedestrian access ramp partially within the public right-of-way for 2525 Highland Avenue (Southern Highlands Assisted Living Facility). (Engineering/Public Works)
 7. Resolution of the City Council of the City of National City authorizing the issuance of a special driveway permit for the residential property located at 641 E. 5th Street. (Engineering/Public Works)
 8. Resolution of the City Council of the City of National City authorizing the installation of 16 feet of red curb “No Parking” on the east side of Highland Avenue, south of E. 28th Street, to enhance visibility and access from E. 28th Street onto Highland Avenue and ensure compliance with on-street parking design standards (TSC No. 2017-15). (Engineering/Public Works)
 9. Resolution of the City Council of the City of National City authorizing the installation of 20 feet of red curb “No Parking” on the south side of E. 14th Street, west of Stancrest Lane, and 10 feet of red curb “No Parking” east of Stancrest Lane, to enhance visibility and access from Stancrest Lane onto E. 14th Street (TSC No. 2017-16). (Engineering/Public Works)
 10. Resolution of the City Council of the City of National City authorizing, 1) installation of 40 feet of red curb No Parking on the west side of Alston Avenue, north of Newberry Street; and 2) installation of yield control for the eastbound and westbound Newberry Street approaches to the intersection at Alston Avenue (TSC No. 2017-17). (Engineering/Public Works)
 11. Resolution of the City Council of the City of National City authorizing the installation of a blue curb disabled persons parking space and 33 feet of red curb “No Parking” in front of the Pentecostal Missionary Church at 2410 E. 8th Street to enhance visibility and safety for vehicles exiting the Church driveway onto E. 8th Street (TSC No. 2017-18). (Engineering/Public Works)
 12. Resolution of the City Council of the City of National City authorizing the establishment of an appropriation and corresponding revenue budget in the amount of \$2,500 from SDG&E’s 2017 SAFE San Diego Initiative

- through the Burn Institute, a 501(c)(3) non-profit organization, for the National City Community Emergency Response Team (CERT) to recruit, administer, and promote CERT training in National City. (Fire)
13. Resolution of the City Council of the City of National City waiving the bidding process based on special circumstances, and authorizing the Mayor to execute an Agreement with Day Wireless Systems, in an amount not to exceed \$44,341, to provide maintenance, service and installation of the City's radio communications equipment, maintain infrastructure for mobile and portable radios, on call services and other projects as needed from July 1, 2017 through June 30, 2018 with the option of three (3) one year extensions. (Police)
 14. Resolution of the City Council of the City of National City ratifying and authorizing the acceptance of the 2016 Citizens Option for Public Safety (COPS) Program grant in the amount of \$100,000.00 to purchase police radios, Panasonic Toughbook computers, Tasers, police service helmets, capitol project that supports front line police services, pepperball launchers, and other essential police equipment as needed and to ratify and authorize the establishment of an appropriation and corresponding revenue budget in the amount of the grant within the Supplemental Law Enforcement Services Fund (SLESF). (Police)
 15. Resolution of the City Council of the City of National City authorizing the acceptance of the FY 2016 Operation Stonegarden Grant in the amount \$44,000, and authorizing the Chief of Police to execute the Agreement for the award of the grant funds and sign grant documents indemnifying the granting agency against any liability arising from grant related operations, and authorizing the establishment of the Police Department Grants Fund appropriations and a corresponding revenue budget, in the amount of the grant for reimbursement of overtime, fringe benefits and mileage for programmatic operations. (Police)
 16. Resolution of the City Council of the City of National City ratifying the Purchase and Sale Agreement executed on July 11, 2017 and authorizing the purchase of real property located at 420 W. 21st Street from Isfahan, Inc. for a total sales price of \$355,000 and the payment of closing costs not to exceed \$2,000. (Housing & Economic Development)
 17. Investment transactions for the month ended May 31, 2017. (Finance)
 18. Warrant Register #47 for the period of 05/17/17 through 05/23/17 in the amount of \$1,710,351.94. (Finance)
 19. Warrant Register #48 for the period of 05/24/17 through 05/30/17 in the amount of \$2,071,450.07. (Finance)

20. [Warrant Register #49 for the period of 05/31/17 through 06/06/17 in the amount of \\$2,353,463.63. \(Finance\)](#)
21. [Warrant Register #50 for the period of 06/07/17 through 06/13/17 in the amount of \\$151,587.83. \(Finance\)](#)
22. [Warrant Register #51 for the period of 06/14/17 through 06/20/17 in the amount of \\$1,993,718.19. \(Finance\)](#)
23. [Warrant Register #52 for the period of 06/21/17 through 06/27/17 in the amount of \\$762,526.43. \(Finance\)](#)

PUBLIC HEARINGS

24. [Public Hearing Proposed Street Vacation of a portion of undeveloped M Avenue between East 16th Street and East 14th Street. \(Applicant: Ralph Gonzales\) \(Case File No. 2017-04 SC\) \(Planning\)](#)

ORDINANCES FOR INTRODUCTION

ORDINANCES FOR ADOPTION

NON CONSENT RESOLUTIONS

25. [Resolution of the City Council of the City of National City approving a salary schedule for the Executive employee group for Fiscal Year 2018 in compliance with the requirements of the California Public Employees Retirement System \(CalPERS\), increasing the bands for Deputy City Manager and Police Chief; and adding a band for Assistant Police Chief. \(Human Resources\)](#)

NEW BUSINESS

26. [Temporary Use Permit - C&M Motors Inc. requesting to use the vacant lot located at 21 West 7th Street for storage of commercial trucks from August 1, 2017 thru August 1, 2018 with no waiver of fees. \(Neighborhood Services\)](#)

B. COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY

PUBLIC HEARINGS- HOUSING AUTHORITY

CONSENT RESOLUTIONS- HOUSING AUTHORITY

27. [Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Executive Director to execute a Subordination Agreement with Jones Lang LaSalle Multifamily, LLC, subordinating the Project Deed of Trust that secures the Declaration](#)

[of Covenants, Conditions and Restrictions \(Tenant Restrictions\) on 370 rental units at 2721 Plaza Boulevard in National City. \(Housing & Economic Development\)](#)

NON CONSENT RESOLUTIONS- HOUSING AUTHORITY

NEW BUSINESS- HOUSING AUTHORITY

C. REPORTS

STAFF REPORTS

MAYOR AND CITY COUNCIL

CLOSED SESSION REPORT

ADJOURNMENT

Regular Meeting of the City Council and Community Development Commission - Housing Authority of the City of National City - Tuesday - August 15, 2017 - 6:00 p.m. - Council Chambers - National City, California.

The following page(s) contain the backup material for Agenda Item: Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)

Item # ____

08/01/17

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL
CITY APPROVING THE WAIVING OF THE READING OF THE
TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING
AND PROVIDING THAT SUCH ORDINANCES SHALL BE
INTRODUCED AND/OR ADOPTED AFTER A READING
OF THE TITLE ONLY.**

(City Clerk)

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving a salary schedule for the Management employee group for Fiscal Year 2018 in compliance with the requirements of the California Public Employees Retirement System (CalPERS), with the rem

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: August 1, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City approving a salary schedule for the Management employee group for Fiscal Year 2018 in compliance with the requirements of the California Public Employees' Retirement System (CalPERS), with the removal of the Assistant Police Chief classification.

PREPARED BY: Stacey Stevenson

DEPARTMENT: Human Resources

PHONE: 336-4308

APPROVED BY:



EXPLANATION:

All employees of the City of National City receive a rate of pay within the established salary band for the job classification into which the employee has been hired. The purpose of this item is to establish the Fiscal Year 2018 salary schedule for classifications within the Management employee group.

On July 13, 2017, the City of National City Civil Service Commission unanimously approved a request to exempt the Assistant Police Chief classification from classified service, thus making it an at-will position. Other at-will positions include the Part-Time employee group, the attorneys in the Office of the City Attorney and the Executive employee group. With this Council action, staff seeks to remove the classification from the management compensation schedule. In a companion item (approval of the Executive employee group salary schedule), staff seeks to place the Assistant Police Chief in the executive compensation schedule. Other classifications in the executive schedule are the city managers, department directors and the Senior Assistant City Attorney. The change in group is warranted by the span of control, criticality of the functional area, and the consequence of error.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

There is no fiscal impact associated with this action. Personnel costs for Management employee group are incorporated in the City of National City General Fund budget adopted by the City Council at its meeting of June 6, 2017.

ENVIRONMENTAL REVIEW:

This is not a project and is therefore not subject to environmental review.

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the resolution approving the Fiscal Year 2018 compensation plan for the Management employee group

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Resolution
Management Employee Group Salary Schedule

City of National City
Human Resources Department

Exhibit A

MANAGEMENT EMPLOYEE GROUP SALARY SCHEDULE
Fiscal Year 2017-2018

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
Asst Director of PW/Engineering	\$ 4,594.04 – \$ 11,846.99	\$ 55,128.48 – \$ 142,163.88
Battalion Chief	\$ 5,316.96 – \$ 10,746.90	\$ 63,803.52 – \$ 128,962.80
Building Official	\$ 7,087.16 – \$ 10,539.12	\$ 85,045.92 – \$ 126,469.44
Community Development Manager	\$ 7,287.50 – \$ 10,047.88	\$ 87,450.00 – \$ 120,574.56
Community Development Specialist III	\$ 4,465.78 – \$ 8,897.39	\$ 53,589.36 – \$ 106,768.68
Deputy City Attorney	\$ 6,841.11 – \$ 10,033.63	\$ 82,093.32 – \$ 120,403.56
Deputy Director of Human Resources	\$ 7,287.50 – \$ 10,047.88	\$ 87,450.00 – \$ 120,574.56
Equipment Maint Supervisor	\$ 3,229.82 – \$ 8,551.09	\$ 38,757.84 – \$ 102,613.08
Facilities Maint Supervisor	\$ 3,229.82 – \$ 7,268.49	\$ 38,757.84 – \$ 87,221.88
Financial Services Officer	\$ 4,174.28 – \$ 9,985.04	\$ 50,091.36 – \$ 119,820.48
Housing Programs Manager	\$ 4,255.90 – \$ 9,339.89	\$ 51,070.80 – \$ 112,078.68
Management Analyst I	\$ 3,116.72 – \$ 6,165.46	\$ 37,400.64 – \$ 73,985.52
Management Analyst II	\$ 3,542.31 – \$ 7,006.85	\$ 42,507.72 – \$ 84,082.20
Management Analyst III	\$ 3,964.40 – \$ 7,848.23	\$ 47,572.80 – \$ 94,178.76
Mgmt Information Systems Manager	\$ 4,279.22 – \$ 10,235.15	\$ 51,350.64 – \$ 122,821.80
Neighborhood Council Coordinator	\$ 3,964.40 – \$ 7,848.23	\$ 47,572.80 – \$ 94,178.76
Neighborhood Services Manager	\$ 3,229.82 – \$ 8,551.09	\$ 38,757.84 – \$ 102,613.08
Nutrition Program Manager	\$ 3,229.82 – \$ 8,412.57	\$ 38,757.84 – \$ 100,950.84
Park Superintendent	\$ 3,229.82 – \$ 8,412.57	\$ 38,757.84 – \$ 100,950.84
PIO/Mgmt Analyst III	\$ 3,964.40 – \$ 7,848.23	\$ 47,572.80 – \$ 94,178.76
Police Captain	\$ 5,410.24 – \$ 13,720.67	\$ 64,922.88 – \$ 164,648.04

City of National City
Human Resources Department

Exhibit A

MANAGEMENT EMPLOYEE GROUP SALARY SCHEDULE
Fiscal Year 2017-2018

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
Police Support Services Manager	\$ 3,964.40 – \$ 7,848.23	\$ 47,572.80 – \$ 94,178.76
Principal Civil Engineer	\$ 7,795.88 – \$ 10,539.12	\$ 93,550.56 – \$ 126,469.44
Principal Librarian	\$ 3,766.18 – \$ 8,604.96	\$ 45,194.16 – \$ 103,259.52
Principal Planner	\$ 4,465.78 – \$ 8,897.39	\$ 53,589.36 – \$ 106,768.68
Project Officer	\$ 4,465.78 – \$ 8,897.39	\$ 53,589.36 – \$ 106,768.68
Purchasing Agent	\$ 4,255.90 – \$ 9,339.89	\$ 51,070.80 – \$ 112,078.68
Recreation Superintendent	\$ 3,229.82 – \$ 8,412.57	\$ 38,757.84 – \$ 100,950.84
Risk Manager	\$ 4,174.28 – \$ 9,981.19	\$ 50,091.36 – \$ 119,774.28
Senior Accountant	\$ 3,264.80 – \$ 7,489.10	\$ 39,177.60 – \$ 89,869.20
Special Assistant to the Mayor	\$ 3,542.31 – \$ 7,006.85	\$ 42,507.72 – \$ 84,082.20
Street Maintenance Supervisor	\$ 3,229.82 – \$ 7,268.49	\$ 38,757.84 – \$ 87,221.88
Street & Wastewater Maint Superintendent	\$ 3,229.82 – \$ 8,412.57	\$ 38,757.84 – \$ 100,950.84
Traffic Engineer	\$ 6,056.20 – \$ 10,235.15	\$ 72,674.40 – \$ 122,821.80
Wastewater Supervisor	\$ 3,229.82 – \$ 7,268.49	\$ 38,757.84 – \$ 87,221.88

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving a salary schedule for the Firefighters Association employee group for fiscal year 2018, effective August 1, 2017, in compliance with the requirements of the California Public Employees

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 1, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City approving a salary schedule for the Firefighters' Association employee group for fiscal year 2018, effective August 1, 2017, in compliance with the requirements of the California Public Employees' Retirement System (CalPERS)

PREPARED BY: Stacey Stevenson

DEPARTMENT: Human Resources

PHONE: 336-4308

APPROVED BY:



EXPLANATION:

All employees of the City of National City receive a rate of pay within the established salary range for the job classification into which the employee has been hired. The purpose of this item is to establish the fiscal year 2018 salary schedule for classifications represented by the Firefighters' Association (FFA), effective August 1, 2017. The schedule (attached) reflects the market adjustments agreed to by the City and FFA following the salary reopener called for in Article 22 of the current Memorandum of Understanding. Said adjustments are as follows:

Position Title	Adjustment
Firefighter	3.1022%
Fire Engineer	3.1022%
Fire Captain	3.1022%
Deputy Fire Marshal	3.1022%
Fire Battalion Chief	2.24%

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

There is no fiscal impact associated with this action. Personnel costs for employees represented by the FFA are incorporated in the City of National City General Fund budget presented adopted by the City Council at its meeting of June 6, 2017.

ENVIRONMENTAL REVIEW:

This is not a project and is therefore not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the resolution approving the Fiscal Year 2018 compensation plan for the Firefighters' Association employee group

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Firefighters' Association Salary Schedule
Resolution

**CITY OF NATIONAL CITY
FFA SALARY SCHEDULE
EFFECTIVE 08/01/2017
See Position Description for Increases**

Exhibit A

RANGE	DESCRIPTION	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
F121	Firefighter (3.1022% Increase)							
	Biweekly	2,185.80	2,295.09	2,409.85	2,530.34	2,656.86	2,789.70	2,929.19
	Monthly	4,748.92	4,986.37	5,235.69	5,497.47	5,772.34	6,060.96	6,364.01
	Annual	\$ 56,987.06	\$ 59,836.41	\$ 62,828.23	\$ 65,969.65	\$ 69,268.13	\$ 72,731.53	\$ 76,368.11
	28/dy Pay Period	4,371.61	4,590.19	4,819.70	5,060.68	5,313.72	5,579.40	5,858.37
	40-Hr Week	27.32	28.69	30.12	31.63	33.21	34.87	36.61
	192 Shift	22.77	23.91	25.10	26.36	27.68	29.06	30.51
	216 Shift	20.24	21.25	22.31	23.43	24.60	25.83	27.12
	240 Shift	18.22	19.13	20.08	21.09	22.14	23.25	24.41
	Hourly = Annual/2912	\$ 19.57	\$ 20.55	\$ 21.58	\$ 22.65	\$ 23.79	\$ 24.98	\$ 26.23
F130	Fire Engineer (3.1022% Increase)							
	Biweekly	2,803.26	2,943.42	3,090.59	3,245.12	3,407.38		
	Monthly	6,090.42	6,394.94	6,714.68	7,050.42	7,402.94		
	Annual	\$ 73,085.00	\$ 76,739.25	\$ 80,576.21	\$ 84,605.02	\$ 88,835.27		
	28/dy Pay Period	5,606.52	5,886.84	6,181.19	6,490.25	6,814.76		
	40-Hr Week	35.04	36.79	38.63	40.56	42.59		
96	192 Shift	29.20	30.66	32.19	33.80	35.49		
108	216 Shift	25.96	27.25	28.62	30.05	31.55		
120	240 Shift	23.36	24.53	25.75	27.04	28.39		
	Hourly = Annual/2912	\$ 25.10	\$ 26.35	\$ 27.67	\$ 29.05	\$ 30.51		
F140	Fire Captain (3.1022% Increase)							
	Biweekly	3,265.15	3,428.41	3,599.83	3,779.82	3,968.81		
	Monthly	7,093.93	7,448.62	7,821.06	8,212.11	8,622.71		
	Annual	\$ 85,127.14	\$ 89,383.50	\$ 93,852.67	\$ 98,545.31	\$ 103,472.57		
	28/dy Pay Period	6,530.30	6,856.81	7,199.65	7,559.64	7,937.62		
	40-Hr Week	40.81	42.86	45.00	47.25	49.61		
	192 Shift	34.01	35.71	37.50	39.37	41.34		
	216 Shift	30.23	31.74	33.33	35.00	36.75		
	240 Shift	27.21	28.57	30.00	31.50	33.07		
	Hourly = Annual/2912	\$ 29.23	\$ 30.69	\$ 32.23	\$ 33.84	\$ 35.53		
F140	Deputy Fire Marshal (3.1022% Increase)							
	Biweekly	3,265.15	3,428.41	3,599.83	3,779.82	3,968.81		
	Monthly	7,093.93	7,448.62	7,821.06	8,212.11	8,622.71		
	Annual	\$ 85,127.14	\$ 89,383.50	\$ 93,852.67	\$ 98,545.31	\$ 103,472.57		
	28/dy Pay Period	6,530.30	6,856.81	7,199.65	7,559.64	7,937.62		
	40-Hr Week	40.81	42.86	45.00	47.25	49.61		
	192 Shift	34.01	35.71	37.50	39.37	41.34		
	216 Shift	30.23	31.74	33.33	35.00	36.75		
	240 Shift	27.21	28.57	30.00	31.50	33.07		
	Hourly = Annual/2912	\$ 29.23	\$ 30.69	\$ 32.23	\$ 33.84	\$ 35.53		
F150	Fire Battalion Chief (2.24% Increase)							
	Biweekly	3,912.89	4,175.59	4,438.29	4,700.99	4,963.69		
	Monthly	8,501.23	9,071.97	9,642.72	10,213.46	10,784.20		
	Annual	\$ 102,014.78	\$ 108,863.70	\$ 115,712.61	\$ 122,561.53	\$ 129,410.44		
	28/dy Pay Period	7,825.79	8,351.18	8,876.58	9,401.98	9,927.37		
	40-Hr Week	48.91	52.19	55.48	58.76	62.05		
	192 Shift	40.76	43.50	46.23	48.97	51.71		
	216 Shift	36.23	38.66	41.10	43.53	45.96		
	240 Shift	32.61	34.80	36.99	39.17	41.36		
	Hourly = Annual/2912	\$ 35.03	\$ 37.38	\$ 39.74	\$ 42.09	\$ 44.44		

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, 1) accepting an Urban & Community Forestry California Climate Investments (CCI) Grant Program award in the amount of \$650,800 through the California Department of Forestry and Fire Protection (C

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: AUGUST 1, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City, 1) accepting an Urban & Community Forestry California Climate Investments (CCI) Grant Program award in the amount of \$650,800 through the California Department of Forestry and Fire Protection (CAL FIRE) for an Urban Forest Expansion and Improvement Project 2) accepting the terms of the Grant Agreement; and, 3) authorizing the City Manager to execute the Grant Agreement; and 4) authorizing the appropriation of \$650,800 and corresponding revenue budget in the Engineering Grants Fund.

PREPARED BY: Kuna Muthusamy, Assistant Director

DEPARTMENT: Engineering/Public Works

PHONE: 336-4383

APPROVED BY: 

EXPLANATION:

Attached.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: MIS

Revenue Account No. 296-06582-3463 - \$650,800

Expenditure Account No. 296-409-500-598-6582 (Urban Forest Expansion and Improvement Project Grant) - \$650,800

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution accepting an Urban & Community Forestry California Climate Investments (CCI) Grant Program award in the amount of \$650,800 and authorizing the City Manager to execute the Grant Agreement.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Grant Agreement
2. Explanation
3. Resolution

Explanation

National City has been awarded a CAL FIRE grant in the amount \$650,800 to plant and maintain approximately 1,700 trees.

City of National City was awarded an Urban & Community Forestry Greenhouse Gas Reduction Fund grant award in the amount of \$276,685 including a local match of \$26,400 through the California Department of Forestry and Fire Protection (CAL FIRE) to develop an Urban Forest Management Plan for National City in November 3rd, 2015. The local match was provided in kind by National City staff hours towards the planning, management and execution of the grant objectives.

This grant includes conducting a Geographic Information System (GIS)-based City tree inventory estimated at 10,000 trees, developing a long range Urban Forestry Management Plan, updating corresponding City Council policies and ordinances, creating a National City Urban Forest webpage, and providing a web-based tree maintenance scheduling interface for residents. This Grant assumes that approximately 4,000 trees will be planted to complete the Urban Forest in National City.

On December 16, 2016, the Engineering Division submitted a project proposal for a CAL FIRE grant in the amount \$650,800 to plant and maintain approximately 1,700 trees. The grant amount is exclusive of an in-kind local match of \$219,375 for the Public Works Parks Division to maintain the trees after the plant establishment period. Public Works Parks Division will be maintaining these trees as part of their routine duties and work and no additional expense is anticipated. On June 12, 2017 we were informed by Cal Fire that we have been awarded the grant.

The grant will fund the purchase, planting and initial maintenance of the 1,700 trees, to be performed by a contractor and the City Parks division, in addition to construction of some irrigation facilities. Public Works Parks Division will be responsible for providing long term maintenance.

The grant agreement requires a City Council resolution authorizing the submittal of the grant application, authorizing the City Manager to execute the Grant Agreement, and a commitment to maintain the trees after the initial plant establishment period. This grant is valid for a period of three years.

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 653-7772
Website: www.fire.ca.gov



June 12, 2017

Leslie Deese
City of National City
1243 National City Boulevard
National City, CA 91950

8GG16417; City of National City, "National City Urban Forest Expansion and Improvement Project"

This Agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

Please contact Lynnette Short, at (619) 937-1410, if you have questions concerning services to be performed.

1. ☒ Full grant agreement including terms and conditions, project grant application form, scope of work, budget, GHG emissions reduction methodology, map, and other exhibits enclosed. Print (single sided) and return three (3) sets of agreements with original signatures in blue ink. Please return the agreement to be received by CAL FIRE no later than **June 19, 2017**. Also, please include (1) one fully completed and approved resolution.

Return all originals and requested documents for further processing to:

Please send the originals via overnight mail service to the following physical address:

**CAL FIRE
Attn: Grants Management Unit/CCI
1300 U Street
Sacramento, CA 95818**

2. ☐ Please initial change(s) made on all copies of the agreement on page(s) as marked.
3. ☐ Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

Aaron Mills
Grants Analyst
Grants Management Unit

CC: John Melvin
Lynnette Short
Stella Chan

Enclosures

State of California
Dept. of Forestry and Fire Protection (CAL FIRE)
Resource Management
GRANT AGREEMENT

APPLICANT: City of National City
PROJECT TITLE: National City Urban Forest Expansion and Improvement Project
GRANT AGREEMENT: 8GG16417

PROJECT PERFORMANCE PERIOD IS from Upon Approval through March 30, 2020.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Dept. of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

PROJECT DESCRIPTION: Plant 1,700 trees within or accessible from disadvantaged communities within National City. Involve local residents and community groups in tree planting and care.

Total State Grant not to exceed \$ 650,800.00 (or project costs, whichever is less)

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

***The below signor testifies that they have the authority to be signing this agreement in their capacity as an employee of the eligible entity for this grant.*

City of National City

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION

Applicant

By LESLIE DEESE
Signature of Authorized Representative

Title CITY MANAGER

Date AUGUST 1- 2017

By _____

Title: Helge Eng
Deputy Director, Resource Management

Date _____

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING \$ 650,800.00		GRANT AGREEMENT NUMBER 8GG16417		FUND Optional Line Item:	
ADJ. INCREASING ENCUMBRANCE \$ 0.00		APPROPRIATION			
ADJ. DECREASING ENCUMBRANCE \$		FUNCTION			
UNENCUMBERED BALANCE \$ 650,800.00		LINE ITEM ALLOTMENT 3540-	CHAPTER		STATUTE
				FISCAL YEAR	
T.B.A. NO.	B.R. NO. FY	INDEX 9520	OBJ. EXPEN D 418	PCA	PROJECT/WORK PHASE VENDOR#

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF CAL FIRE ACCOUNTING OFFICER

DATE

TERMS AND CONDITIONS OF GRANT AGREEMENT

I. RECITALS

1. This Agreement, is entered into between the State of California, by and through the California Department of Forestry and Fire Protection (CAL FIRE), hereinafter referred to as "STATE" and City of National City, hereinafter referred to as "GRANTEE".
2. The STATE hereby grants to GRANTEE a sum (hereinafter referred to as "GRANT FUNDS") not to exceed six hundred fifty thousand and eight hundred dollars (\$650,800.00).
3. In addition to the terms and conditions of this Agreement, the STATE and GRANTEE agree that the terms and conditions contained in the documents set forth below are hereby incorporated and made part of this agreement.
 - a. Department of Forestry and Fire Protection Urban and Community Forestry Program California Climate Investments Grant Guidelines 2016/2017
 - b. California Air Resources Board Greenhouse Gas Quantification Methodology for the Department of Forestry and Fire Protection (CAL FIRE) Urban and Community Forestry Program
 - c. The submitted Application, Scope of Work, Budget Detail, GHG Emissions Reduction Methodology and Exhibits
 - d. Addendum for California Climate Investments (CCI) Grant Projects

II. SPECIAL PROVISIONS

1. Recipients of GRANT FUNDS pursuant to California Public Resources Code Section 4799.06-4799.12 shall abide by the provisions in this Agreement. This includes the requirement that work shall not commence prior to the execution of this Agreement by both parties. Any work started prior to the execution of this Agreement will not be eligible for funding under the terms of this Agreement.
2. As precedent to the State's obligation to provide funding, GRANTEE shall provide to the STATE for review and approval a detailed budget, specifications, and project description. Approval by the STATE of such plans and specifications, or any other approvals provided for in this Agreement, shall be for scope and quality of work, and shall not relieve GRANTEE of the obligation to carry out any other obligations required by this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.

3. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment produced with the use of GRANT FUNDS shall be available for public use.

III. GENERAL PROVISIONS

1. Definitions

- a. The term "Agreement" means grant agreement number 8GG16417.
- b. The term "GRANT FUNDS" means the money provided by the STATE to the GRANTEE in this Agreement.
- c. The term "GRANTEE" means an applicant who has a signed Agreement for the award for GRANT FUNDS.
- d. The term "Other Sources of Funds" means all matching fund sources that are required or used to complete the Project beyond the GRANT FUNDS provided by this Agreement.
- e. The term "STATE" means the State of California, Department of Forestry and Fire Protection (CAL FIRE).
- f. The term "Project" means the development or other activity described in the "Project Scope of Work".
- g. The term "Project Budget Detail" as used herein defines the approved budget plan.
- h. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks.

2. Project Representatives

The project representatives during the term of the agreement will be:

STATE: CAL FIRE	GRANTEE: City of National City
Section/Unit: Urban and Community Forestry	Section/Unit: N/A
Attention: Lynnette Short	Attention: Leslie Deese
Mailing Address: 2249 Jamacha Road El Cajon, CA 92019	Mailing Address: 1243 National City Boulevard National City, CA 91950-4301
Phone Number: (619) 937-1410	Phone Number: (619) 336-4240
Email Address: Lynnette.Short@fire.ca.gov	Email Address: ldeese@nationalcityca.gov

Changes to the project representatives during the term of the agreement shall be made in writing. Notice shall be sent to the above representative for all notice provisions of this Agreement.

3. Project Execution

- a. Subject to the availability of grant monies, the STATE hereby grants to the GRANTEE a sum of money (GRANT FUNDS) not to exceed the amount stated on Section I. RECITALS, Paragraph 2 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of the Project in this Agreement and its attachments and under the terms and conditions set forth in this Agreement.
- b. GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any amendment to the Project as set forth in the Application on file with the STATE must be submitted to the STATE for approval in writing. No amendment is allowed until written approval is given by the STATE.

- c. GRANTEE shall complete the Project in accordance with the time of Project performance set forth in this Agreement, unless an amendment has been approved and signed by the STATE under the terms and conditions of this Agreement. Amendments must be requested in advance and will be considered in the event of circumstances beyond the control of the GRANTEE, but in no event less than 90 days from the Agreement expiration date and in no event less than 60 days before the effective date of the amendment. Approval of amendment is at the STATE's discretion.
- d. GRANTEE certifies that the Project Scope of Work complies with all local, State, and federal laws and regulations.
- e. GRANTEE shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et. seq. Title 14, California Code of Regulations, Section 15000 et. seq.) and all other local, State, and federal environmental laws. A copy of the certified CEQA document must be provided to STATE before any GRANT FUNDS are made available for any Project activity that could directly impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.). CEQA compliance shall be completed within one (1) year from start date of the Agreement. The start date is considered the date the last party signs the Agreement. GRANT FUNDS will be made available in advance of CEQA compliance for project activities that do not have the potential to cause a direct environmental impact (e.g. project planning, locating and marking property or project boundaries, contacting and signing up landowners, etc.).
- f. GRANTEE shall permit periodic site visits by representative(s) of the STATE to ensure program compliance and that work is in accordance with the approved Project Scope of Work, including a final inspection upon Project completion.
- g. GRANTEE, and the agents and employees of GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents, of the STATE.

4. Project Costs and Payment Documentation

- a. Payment by the STATE shall be made after receipt of an acceptable invoice and approval by a duly authorized representative of the STATE. GRANTEE shall submit an invoice for payment to the CAL FIRE Project Representative of the STATE. A final invoice shall be submitted no later than 30 days after completion, expiration, or termination of this Agreement.

GRANT NUMBER 8GG16417
City of National City
National City Urban Forest Expansion and
Improvement Project

- b. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the STATE agrees to compensate GRANTEE for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto, as Attachment 3 – Final Project Budget, and made a part of this Agreement.
- c. GRANTEE shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to the STATE for costs paid by GRANTEE pursuant to this Agreement. Each invoice shall contain the following information: the Agreement number, the dates or time period during which the invoiced costs were incurred, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), appropriate supporting documentation, project progress reports, and the signature of an authorized representative of GRANTEE as detailed in the Invoice Guidelines of the Procedural Guide for the CAL FIRE Urban and Community Forestry Program California Climate Investments Grant Guidelines 2016/2017.
- d. GRANT FUNDS in this Agreement have a limited period in which they must be expended. All GRANTEE expenditures must occur prior to the end of the Project performance period of this Agreement.
- e. Except as otherwise provided herein, GRANTEE shall expend GRANT FUNDS in the manner described in the Project Budget Detail approved by the STATE. The dollar amount of an item in the Project Budget Detail may be increased or decreased by up to ten percent (10%) of the budget item through reallocation of funds from another item or items, without approval by the STATE; however, GRANTEE shall notify the STATE in writing in project progress reports when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of an item of more than ten percent (10%) of the budget item must be approved in writing by the STATE before any such increase or decrease is made. A formal approved amendment is required to increase the total amount of GRANT FUNDS.
- f. GRANTEE shall promptly submit any and all records at the time and in the form as the STATE may request.

- g. GRANTEE shall submit each invoice for payment to:

California Department of Forestry & Fire Protection
Attention: Lynnette Short
2249 Jamacha Road
El Cajon, CA 92019

- h. Notwithstanding any of the provisions stated within this Agreement, the STATE may at its discretion make advance payment to the GRANTEE, if GRANTEE is a Community-based private non-profit agency, upon written request by the GRANTEE. Advance payment made by the STATE shall be subject to the circumstance and provisions below.

Where hardship circumstances exist for the GRANTEE, the STATE will consider authorizing advance payments. The STATE will consider the following factors in determining whether a hardship situation exists:

- Modest reserves and potential cash flow problems of the GRANTEE including the need for advance funding in order to initiate a project. A justification for advance payment may include items such as the inability to pay for staff, supplies, administration expenses, and to secure contractors for Project work.

The following guidelines will be applied to advance payments:

- Multiple advance payments may be made to a GRANTEE over the life of a project.
- No single advance payment shall exceed 25% of the total grant amount and must be spent on eligible costs within six months of the advance payment request. The balance of unspent advance payment funds not liquidated within the six month spending period will be billed for the return of the advanced funds to the STATE. The amount will be returned to the grant balance.
- A request for advance payment must include the same level of expenditure detail and justification as a regular invoice.
- All work under a previous advance payment must be fully liquidated via an invoice and supporting documentation and completed to the STATE's satisfaction before another advance payment will be made.
- Any advance payment received by a GRANTEE and not used for project eligible costs shall be returned to CAL FIRE.

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City of National City
National City Urban Forest Expansion and
Improvement Project

- Advance payments must be deposited into an interest-bearing account. Any interest earned on advance payment funds must be accounted for and reported as program income used toward offsetting the project cost or returned to the STATE.

5. Budget Contingency Clause

- a. If STATE funding for any fiscal year is reduced or deleted for purposes of the Urban and Community Forestry Program California Climate Investments Grant Program, the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or if possible and desirable, offer an Agreement amendment to GRANTEE to reflect the reduced amount available for the Project.

6. Project Administration

- a. GRANTEE shall provide the STATE a written report showing total final Project expenditures and matching funds before work on the Project begins. GRANTEE must report to the STATE all sources of other funds for the Project. If this provision is deemed to be violated, the STATE will request an audit of GRANTEE and can delay the disbursement of funds until the matter is resolved.
- b. GRANTEE shall promptly submit written Project reports as the STATE may request throughout the term of this Agreement.
- c. GRANTEE shall submit a final accomplishment report, final invoice with associated supporting documentation, and copies of materials developed using GRANT FUNDS, including but not limited to plans, educational materials, etc. within 30 days of Project completion.

7. Financial Records

- a. GRANTEE shall retain all records described in Section 7(c) below for three (3) years after final payment by the STATE. In the case an audit occurs, all such records shall be retained for one (1) year from the date is audit is completed or the three (3) years, whichever date is later.
- b. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the STATE for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of GRANTEE pertaining to this Agreement or matters related thereto.

- c. GRANTEE shall keep such records as the STATE shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the proceeds of state funding assistance, (b) the total cost of the Project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to the STATE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.
- d. GRANTEE shall use any generally accepted accounting system.

8. Project Termination

- a. This Agreement may be terminated by the STATE or GRANTEE upon 30-days written notice to the other party.
- b. If either party terminates the Agreement prior to the completion of the Project, GRANTEE shall take all reasonable measures to prevent further costs to the STATE under the Agreement and the STATE shall be responsible for any reasonable and non-cancelable obligations incurred by GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.
- c. Failure by GRANTEE to comply with the terms of this Agreement may be cause for suspension of all obligations of the STATE hereunder at the discretion of the STATE.
- d. Failure of GRANTEE to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the STATE hereunder if in the judgment of the STATE such failure was due to no fault of GRANTEE. At the discretion of the STATE, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
- e. Final payment to GRANTEE may not be made until the STATE determines the Project conforms substantially to this Agreement.

9. Hold Harmless

- a. GRANTEE shall defend, indemnify and hold the STATE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in

proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of GRANTEE, its officers, agents, or employees. The duty of GRANTEE to indemnify and hold harmless includes the duty to defend as set forth in Civil Code Section 2778. This Agreement supersedes GRANTEE's right as a public entity to indemnify (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) as set forth in Government Code Section 895.4.

- b. GRANTEE waives any and all rights to any type of express or implied indemnity or right of contribution from the STATE, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.
- c. Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement.

10. Tort Claims

FEDERAL:

The United States shall be liable, to the extent allowed by the Federal Tort Claims Act 28 United States Code 2671-2680, for claims of personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.

STATE:

The State of California shall be liable, to the extent allowed by law and subject to California Government Code, Title 1, Division 3.6, providing for the filing of tort claims against the State of California, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State of California employees while acting within the scope of his or her employment, arising out of this Agreement.

11. Nondiscrimination

The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, sex, marital status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. GRANTEE shall not discriminate against any person on any of these bases.

12. Incorporation

The grant guidelines, quantification methodology and the Project Scope of Work, Project Budget Detail and any subsequent amendments or modifications to the Project Scope of Work and Project Budget Detail approved in writing by the STATE are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

13. Severability

If any provision of this Agreement or the Project Scope of Work thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

14. Waiver

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

15. Assignment

This Agreement is not assignable by GRANTEE either in whole or in part.

ADDENDUM – CALIFORNIA CLIMATE INVESTMENTS (CCI) GRANT PROJECTS

I. SPECIAL PROVISIONS

1. Grant funds shall be used on projects with the primary goal of reducing greenhouse gases (GHGs) and furthering the purposes of AB 32 (Chapter 488, Statutes of 2006), California's Global Warming Solutions Act of 2006.
2. Grant funds shall be used on projects limited to specific activities as described in GHG Grants Procedural Guides.
3. Greenhouse gas reduction must be calculated using the ARB Greenhouse Gas Quantification Methodology (https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/calfire_ucf_16-17.pdf).
4. Grantee shall report project and benefits information when requested by the State (e.g., GHG reductions, disadvantaged community benefits, energy/water savings, and other co-benefits).
5. Grantee shall maintain accurate and detailed records documenting project description, project location, and schedule, GGRF dollars allocated, and leveraged funds throughout the duration of the project.
6. Failure of Grantee to meet the agreed upon terms of achieving required GHG reduction may result in project termination and recovery of funds.

II. MONITORING AND REPORTING REQUIREMENTS

All Greenhouse Gas Reduction Fund (GGRF) projects are required to monitor and report on carbon flux. This includes direct emissions, avoided emissions and sequestration. All such emissions should be monitored and reported separately. In addition, the Urban & Community Forestry and Forest Legacy Program Grants have to monitor and report on other metrics. Monitoring should be done at sufficient intervals to allow periodic reporting per the specific requirements of the individual grant program. Carbon flux should be expressed as the difference between the pre-project baseline and the in-progress or completed project at the end of the given monitoring period. This will require the establishment of a pre-project baseline from which direct emissions, avoided emissions and sequestration can be periodically measured throughout the crediting period¹ on the project area. Emissions and sequestration measurements should be expressed as metric tonnes of carbon dioxide equivalent [MTCO₂e]. Net Greenhouse

¹ The crediting period is the time period over which the project accrues GHG benefits.

Gas (GHG) benefit of the project will be determined by the sum of the GHG emissions reductions and sequestration less any GHG emissions resulting from project implementation. All other metrics should be reported in the appropriate units of measure. The reporting requirements should determine the timing and frequency of monitoring actions as described in Table 1.

a. TABLE 1 CCI GRANT REPORTING REQUIREMENTS

Grant Program	What to Report	Reporting Frequency	Report Due
Urban & Community Forestry	1, 3, 6, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20	Quarterly, At Completion	January 1, April 1, July 1, September 1, At Completion with final invoice
Forest Health	2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 17, 19, 20	Annually, At Completion	September 1, At Completion with final invoice

b. CCI GRANT REPORTING REQUIREMENTS

1. Increased carbon sequestration through tree growth.
2. Increased carbon sequestration through tree growth and timberland management.
3. GHG emissions resulting from project implementation actions (fuel reduction activities, timber harvesting, sanitation harvesting, site preparation, research activities, etc.)
4. Avoided GHG emissions resulting from reducing hazardous fuel load potential that could lead to large wildfires.
5. Avoided GHG emissions resulting from retaining the forest and avoiding conversion to another use.
6. Avoided GHG emissions resulting from utilization of the removed trees or other vegetation for biomass energy, solid wood products or other products.
7. Avoided GHG emissions resulting from preventing spread of disease to healthy forests by selectively removing pest- or pathogen-infected trees.
8. Avoided GHG emissions resulting from research activities.
9. Estimated net GHG benefit achieved to date.

10. Estimated net GHG benefit for entire project to date [provide total MTCO₂e over the project life].
11. Project status [provide one of the following: (a) started during reporting period; or (b) in progress.]
12. Project activities completed [e.g., milestones achieved].
13. Additional project benefits and results [if applicable, provide estimated totals, if available, or qualitative descriptions, of the following: (a) vehicle miles traveled reductions; (b) open space or greenbelt creation or preservation; (c) wildlife habitat preservation; (d) tons of biomass generated from forest easements and delivered to a renewable energy facility; (e) tons of harvested wood generated from forest easements and delivered to a mill; and (f) property acquired to be repurposed as an urban forestry project site.]
14. Number of trees planted and location.
15. Vegetation planted and location.
16. Maintenance activities conducted.
17. Verification that the land is still being managed in accordance with the terms of the forest conservation easement.
18. Verification that the site is still being maintained in accordance with the terms of the grant agreement.
19. At completion, summarize project accomplishments, including benefits to disadvantaged communities.
20. At completion, summarize co-benefits for entire project [if applicable, e.g., vehicle miles traveled reductions; open space creation or preservation; wildlife habitat preservation].
21. Grantee shall provide photos, literature, presentations and other media developed concerning the Project to the Grantor when requested.

III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

All projects funded both fully and partially by the GGRF must clearly display, identify and label themselves as being part of the "California Climate Investments" program. The acknowledgement must contain the "California Climate investments" and CAL FIRE logos as well as the following statement:

"Funding for this project provided by the California Department of Forestry and Fire Protection as part of the California Climate Investments Program."

A draft of the acknowledgement must be approved by the STATE prior to publication.

In addition, all projects funded both fully and partially by GGRF must contain the following statement in public announcements or press releases on said projects:

"The National City Urban Forest Expansion and Improvement Project is part of California Climate Investments, a statewide program that puts billions of cap-and-trade dollars to work reducing greenhouse gas emissions, strengthening the economy and improving public health and the environment—particularly in disadvantaged communities. The cap-and-trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investment projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling and much more. At least 35 percent of these investments are made in disadvantaged and low-income communities. For more information, visit [California Climate Investments](#)."



2016/2017 Urban & Community Forestry California Climate Investment Grants

Project Application Form

Fill out the form completely. Please see the submittal instructions at the bottom of the form. The Project Tracking Number requested is listed in the letter of invitation you received.



CAL FIRE Project Tracking Number: 16-GHG-UF-01-UFEI-007

Name of Organization City of National City

Project Title National City Urban Forest Expansion and Improvement Project

Project Type Urban Forest Expansion & Improvement

Requested Grant \$ \$650,800.00

Matching \$ \$219,375.00

Total Project \$ \$870,175.00

Primary Source of Technical Advice

CA Registered Professional Forester

Explanation (if required): Scott Stephenson, RPF#2949, ISA Certified Arborist WE-

Professional's First Name Scott

Professional's Last Name Stephenson

1. Applicant information - Eligible applicants include cities, counties, qualifying districts, or nonprofit organizations qualified under section 501(c)(3) of the Internal Revenue Code.

Type of Organization

City

1A. Primary Project Contact information

First Name Leslie

Last Name Deese

Email ldeese@nationalcityca.gov

Phone Number (619) 336-4240

Address 1 1243 National City Boulevard

Address 2

City National City

County San Diego

State California

Zip Code 91950-4301

1B. Secondary Project Contact information

First Name Kuna

Last Name Muthusamy, P.E.

Email kmuthusamy@nationalcityca.gov

Phone Number (619) 336-4383

Address 1 1243 National City Boulevard

Address 2

City National City

County San Diego

State California

Zip Code 91950-4301

1C. Correspondence Details: List any information needed for project contacts, invoicing, etc.

GHG Reporting Contact - DUDEK, Michael Huff, (949) 450-2525, mhuff@dudek.com

2. Partner information - List primary project partners or co-sponsors. Applicants must provide a letter of commitment from each partner organization that affirms their role in the project.

2A. Name of Organization 1 Urban Corps of San Diego

First Name Ty

Last Name Sterns

Partner Contact Title Design/Build Manager

Email tsterns@urbancorps.org

Phone Number (619) 235-6884

Comments

2B. Name of Organization 2 Tree San Diego

First Name Laurie

Last Name Broedling

Partner Contact Title President and Executive Director

Email lbroedling@outlook.com

Phone Number (619) 307-1760

Comments

2C. Additional Partners: list additional partner organizations with contact person, email address, and phone number.

West Coast Arborists, Michael Palat, Area Manager, mpalat@wcalnc.com, (858) 566-4204

3. Grant Period: provide the estimated start and end dates of the grant project. This date cannot be after March 30, 2020. Final billing must be received within 30 days after the completion date.

Project Start Date Jun 1, 2017

Project Completion Date Mar 30, 2020

4A. CES 2.0 Disadvantaged Communities (DACs): Fill in the percentages below. In the larger box, describe what ARB criteria (see grant guidelines) are being met to be considered "in" or "providing benefits to" DACs. Reference Appendix L of grant guidelines.

Percentage of project meeting definition of "in" DAC 100

Percentage of project that "provides benefits to" DACs.

100

The majority of the project is in a publicly accessible area within walking distance of the Disadvantaged Community and the project terms provide for maintenance of the trees and related vegetation beyond the minimum establishment period. The majority of the trees planted by the project are accessible by walking within 1/2 mile of the disadvantaged community.

4B. DAC census tracts: In the box below list DAC census tracts for the project that will meet the definition of being "in". Census tracts should be listed using the 10 digit number found for each tract on the map(s) at <http://www.calepa.ca.gov/EnvJustice/GHGInvest/>.

A majority of the project will occur within or within a half mile of census tracts 6073011602, 6073012401, 6073011601, and 6073021900 which meet the definition of Disadvantaged Community in the City of National City, San Diego County. Additionally, numerous planting sites have been identified adjacent to the Disadvantaged Community which are part of green-spaces, cycling/walking paths, and roadways connecting to the Disadvantaged Community.

5. GHG Methodology: Fill in the GHG calculated amounts below. Describe the assumptions used to quantify GHG reductions using the ARB Quantification Methodology as required in the grant guidelines and found at: <https://www.arb.ca.gov/cc/capandtrade/auctionproceeds/quantification.htm>. You are required to attach UTCC runs for species specified and the ARB calculator output.

5A. Estimated carbon stored (MT CO₂e) 2,449

5B. Estimated avoided emissions (MT CO₂e) 1,445

5C. Estimated project emissions (MT CO₂e) 195

5D Net GHG benefit (MT CO₂e). (5A + 5B) - 5C = 3,699

The greenhouse gas (GHG) benefits calculated for this proposal are derived from anticipated planting of 1,700 trees in vacant planting sites during the life of the project, which are expected to grow over a 40-year period beginning on the first day of the project. Planting 1,700 trees, along with the City's commitment for 9 years of ongoing maintenance and replacement, will result in direct, quantifiable GHG benefits. The GHG values presented above were calculated using the USDA Forest Service Urban Tree Carbon Calculator (for sequestered and annual emission reduction values for shade and climate effects) and the California Air Resources Board Greenhouse Gas Calculator (for emissions and total emission reduction values) and provides estimates at 40 years after the first day of the project. Using the Tree Carbon Calculator, the Total CO₂ Stored value (kg/tree) and annual emissions reduction value (kg/tree) were calculated for 14 representative tree species. The 14 species used in the calculations were derived using the Streets Species Codes crosswalk. The Total CO₂ Stored values for all 1,700 trees were added together to present the Estimate of GHG Sequestered value included above. The Emission Reductions (CO₂ Equivalents) value (kg/tree) was also calculated for the 14 representative tree species. An estimated 50% of the 1,700, or 850 trees will be planted near buildings and provide GHG emissions reductions. It was assumed that 25-percent of the trees planted near buildings would be planted in each azimuth location (north, south, east, or west) and that trees would be planted between 20 and 40 feet from a structure. The Emission Reductions (CO₂ Equivalents) values for all 850 trees, using the average of all aspects for each species, were then added together to present the Estimate of GHG Avoided value included above. GHG totals will be tracked and reported over the grant period using the Tree Carbon Calculator (for sequestered and annual emission reduction values for shade and climate effects) and the California Air Resources Board Greenhouse Gas Calculator (for emissions and total emission reduction values). Project GHG reporting will be completed quarterly for each grant project progress report. Projected direct sequestration will be reported separately from the calculated value of avoided emissions. For GHG sequestration and avoidance values, the Tree Carbon Calculator will be used and inputs will be based on the total trees planted to date. Data from planted trees (species, size, age) will be recorded and entered into the Tree Carbon Calculator and the results for sequestered carbon and avoided emissions will be summed. For GHG emissions, the report will rely on the estimates provided by the California Air Resources Board Greenhouse Gas Calculator. A summary calculation will be included in each report.

GHG reduction calculations and modeling were prepared by Scott Stephenson, Registered Professional Forester #2949 and ISA Certified Arborist.

6. Narrative. In the sections below, please follow the prompts and provide all relevant information for the project.

6A. Background. Describe the situation in the project area(s) and problems in the project area(s) that need attention.

National City (population: 59,834 (U.S. Census Bureau, 2013 Estimate)) manages an estimated 10,000 trees and 1,700 vacant planting spaces. A Disadvantaged Community, as defined by CalEPA, the City is "disproportionately burdened by and vulnerable to multiple sources of pollution". This is in part due to the City's badly depleted urban forest canopy. This project proposes to replenish this resource, improving the quality of life for the residents in a City with over 12% pedestrian population, one of the highest in San Diego County. This project is designed to address this problem by accelerating the City's tree planting goals from 40 trees per year over 40 years, to over 560 trees per year over the next three years and advancing the establishment of a mature urban forest. Benefits derived from a mature urban forest canopy directly counteract the effects of pollution by conserving energy through strategic shade tree planting, reducing stormwater runoff through canopy interception, improving water quality and erosion control, beautifying the City, and improving air quality and calming neighborhoods, among other benefits derived from a well-managed urban forest. Acknowledging the rapid onset of climate change, the City sees that the GHG benefits of this project, which are maximized with an aggressive planting schedule and a diverse planting list of carbon hungry, drought-tolerant trees, will transform their urban forest into a productive carbon sink and counteract the effects of greenhouse gases. The City is particularly affected by high unemployment and underemployment and has teamed up with the Urban Corps of San Diego, providing youth ages 18-26 with job training, to ensure that this project is able to address the community's need for employable skilled workers. The City has already taken steps toward enhancing the urban forest through the implementation of the National City Urban Forest Management Planning Project, funded by the CAL FIRE Urban & Community Forestry Grant Program for 2014/2105 (Grant Agreement 8GG14423). This project has 5 objectives: 1) create a GIS-based City Tree Inventory, 2) create an Urban Forest Management Plan (UFMP) for the City's forest, 3) update the City's Tree Master Policies and Ordinances, 4) improve the City's Urban Tree Program Website, providing a web-based tree maintenance scheduling interface for residents, and 5) plant 400 carbon hungry, drought tolerant trees. The city and contractors are actively engaged in working toward achieving each of these objectives. Other recent efforts include National City's collaboration with CIRCLE and Tree San Diego in 2016 to plant 165 trees in the City. National City continues to demonstrate their commitment to reducing GHG and pollutant's in their community by aggressively pursuing every opportunity to expand and improve their urban forest.

6B. Project Objectives - What are the objectives of the proposed project? How do they address the situations and problems identified in the background section?

The objectives for the proposed project are directly aligned with the objectives of the Urban Forest Expansion and Improvement grant type, including:

- 1) Develop a project that is located within and provides benefits to Disadvantaged Communities to counteract the effects of pollution, reduce unemployment and underemployment, and provide the benefits of urban forests to those that are most in need.
- 2) Offset carbon emissions through carbon sequestration and avoided emissions to counteract the effects of greenhouse gases in a City heavily impacted by the Industrial Unified Port of San Diego and the San Diego Naval Base. Creating a more pedestrian friendly environment will further serve the objective of reducing carbon emissions and build on past projects which have established miles of walkways and cycling paths.
- 3) Restore a mature urban forest using a diverse pallet of large, California native and friendly, drought-tolerant trees to provide economic, environmental, and social benefits within the community.
- 4) Involve the community in tree planting and care and foster stewardship within the residents while educating residents about the importance of an urban forest and GHG reduction. Provide adult work skills training, school field trips and workshops, fight the effects of polluting industries, and commit local businesses to the cause.

6C. Scope of Work - Describe the approach to be used, the design (methods), and implementation of the project. Include who will be involved with specific tasks and justify why the approach, methods and implementation is the most effective way to accomplish the objectives. Include a description of project sign contents and their locations. *(continued on next page)*

National City will meet each of the proposed objectives in the following manner:

- 1) Serving Disadvantaged Communities: National City Public Works Department, with a commitment of active participation from local residents and community groups, including the Urban Corps of San Diego, will plant all 1,700 planting sites within or accessible from a CalEPA designated Disadvantaged Community.
- 2) Offsetting carbon emissions: The City, with the help of a Certified Arborist, has identified 1,700 planting sites which can sustain carbon-hungry trees and provide shade for cooling of buildings, roads, parking lots, and pathways. A Certified Arborist has assisted with selecting a diverse planting pallet of carbon-hungry, drought-tolerant trees. Additionally, the City has committed to 9 years of establishment care for each tree beginning on the first day of the project, exceeding CAL FIRE's required maintenance period by an additional 6 years.
- 3) Restoring a mature urban forest: Planting all available 1,700 planting sites within and accessible to the Disadvantaged Community during the project will advance the establishment of a mature urban forest and the economic, environmental, and social benefits that it provides. At the City's current rate of planting 40 trees per year, it will take over 40 years to plant all the available planting sites vs the 3 years proposed in this proposal. Tree planting shall adhere to the CAL FIRE "Guideline Specifications for Selecting, Planting, and Early Care of Young Trees" and irrigation practices shall adhere to the CAL FIRE guide for "Water-Wise Young Landscape Tree Care" in order to ensure the best chances of success of the project. Suitable planting sites and a diverse, site-appropriate tree species list have been selected with the assistance of a Certified Arborist. If available, the City will utilize locally sourced, recycled, or non-toxic grey water for irrigation. No trees will be planted that require excessive long-term watering, fertilizing, exterminating, or controlling of pests and diseases in order to survive. No trees will be planted that will eventually conflict with overhead or underground utilities or ground-located infrastructure. No invasive species will be planted. No synthetic fertilizers will be used.

Tree planting and establishment care requirements: The City will seek tree planting services for the majority of the 1,700 trees. The City will also employ its Public Works Department and leverage partnerships with local community organizations to accomplish a portion of the tree planting. It is expected that the planting period will occur between early summer 2017 and spring 2020. Trees planted shall consist of those identified in the tree list. If trees in the tree list are not available from the nursery during that time, the City shall request from a Certified Arborist and the CAL FIRE Urban Forester approval of alternative large, drought tolerant trees. Nursery tree quality shall be confirmed as a condition of tree planting contracts. Sites shall be selected as appropriate for the species. As deemed appropriate for the species, time of year, and planting location, trees may be staked, mulched, or pruned at planting per the CAL FIRE "Guideline Specifications for Selecting, Planting, and Early Care of Young Trees".

Tree irrigation care requirements: The City will seek irrigation services for 1,200 (1,700 total less approximately 500 trees planted in irrigated sites) trees. The City will also employ its Public Works Department and leverage partnerships with local community organizations to accomplish a portion of the tree irrigation. Irrigation is to applied by water truck, or other means available to the City. It is expected that the irrigation period will commence in early summer 2017 and proceed until all trees have received 3 years of watering. Those trees planted in 2017 will receive water through the end of summer of 2020. Those trees planted in 2018 will receive water through the end of summer of 2021. Those trees planted in 2019 will receive water through the end of summer of 2022. And any trees planted in 2020 will receive water through the end of summer of 2023. Trees shall receive approximately 3 gallons of water per inch of trunk diameter. Irrigation shall typically be provided during the summer months or other extended dry periods with high temperatures and low relative humidities. Irrigation may be provided outside of summer months as deemed necessary. Frequency of watering will be highest in the first year and occur up to 1-3 times per week. Watering frequency will decrease to weekly occurrences in the second year and bi-monthly occurrences in the third. Any temporary devices used for establishment period irrigation such as tanks, bladders, irrigation line, or drip nozzles shall be checked regularly for breaks and leaks.

Tree pruning and replacement requirements: The City will seek pruning, stake removal, and tree replacement services for 1,700 trees. The City will also employ its Public Works Department and leverage partnerships with local community organizations to accomplish a portion of the tree pruning and replacement. Tree pruning and replacement shall be provided for all trees every third year following establishment for 3 cycles per tree. Those trees planted in 2017 will receive pruning and replacement care through the end of summer of 2026. Those trees planted in 2018 will receive pruning and replacement care through the end of summer of 2027. Those trees planted in 2019 will receive pruning and replacement care through the end of summer of 2028. And any trees planted in 2020 will receive pruning and replacement care through the end of summer of 2029. Tree planting shall adhere to the CAL FIRE "Guideline Specifications for Selecting, Planting, and Early Care of Young Trees". Replacement tree species shall be determined by the original planting list, or a Certified Arborist and CAL FIRE Urban Forester approved alternative large, drought tolerant tree. Planting, irrigation, and pruning requirement will be consistent with the above stated requirements.

Irrigation facility requirements: The City will seek services for repairs and upgrades for seven existing irrigation systems and for the installation of two new high efficiency irrigation systems. The City will also employ its Public Works Department and leverage partnerships with local community organizations to accomplish a portion of the irrigation systems upgrade and new installation. If available, the City will utilize locally sourced, recycled, or non-toxic grey water for irrigation. System components shall not include inefficient irrigation valves, pumps, or sprinkler control timers. Irrigation systems shall be checked regularly for breaks and leaks.

4) Involving the community: The City is working with the Urban Corps of San Diego, a local non-profit organization, to engage the public in the tree planting activities. The Urban Corps has been engaged to incorporate elements of the tree planting project into its jobs training program for youth ages 18-26. Other community partners contacted during the application process include: Tree San Diego, Olivewood Gardens, Environmental Health Coalition, National City Chamber of Commerce, Local School District Parent Teacher Associations, Local Neighborhood Councils, and CIRCLE. Additionally, the City will utilize public responses garnered through its web-based tree maintenance scheduling for residents and hold public workshops to educate the public about the project and seek input from residents. CAL FIRE required posters and signage will be displayed in publicly visible locations near the project.

All tree planting will occur on city-controlled property and there are no engineered infrastructure components of the project. The project team will be led by the Department of Public Works, in partnership with City planners, an ISA Certified Arborist, local non-profit organizations, a Registered Professional Forester (as needed), and area residents. The City will put the specialty services work for the project out to bid to qualified consultants with demonstrated experience in this type of work and use in-house staff as necessary. The team will work collaboratively throughout the process and will seek public input through various means, including on-line surveys and public workshops. The team will consult the CAL FIRE Regional Urban Forester for assistance throughout project implementation, and in subsequent years, to ensure that the Regional Urban Forester's input is taken into account and that the project is meeting expectations and consistent with current science and urban forestry best management practices in the region.

This is a project-ready project and the City is ready to move forward immediately. The Department of Public Works has extensive experience in the area of urban greening and tree planting and maintenance and has adequate capacity to carry out this project. The project has been designed to supplement and not supplant any locally funded budget item.

6D. Project Timeline - Provide a project timeline. Do not list specific dates or months due to uncertainty in when projects may begin. Plan on projects ending no later than March 30, 2020.

It is anticipated that this project will commence in June 2017 and end no later than March 30, 2020. The City expects that planting will commence in 2017 and complete no later than March 30, 2020 and that the establishment period care for all trees planted will end by March 30, 2023. The city will continue to provide pruning, stake removal/adjustment, and replacement services every three years following tree planting for 3 cycles per tree. The City expects that the last tree pruning cycle will occur in 2029 for those trees planted in 2020.

6E. Tree Information (if applicable) - Provide the following information about any trees or plants to be planted as part of the grant project. Include information even if the trees or plants are not to be funded by CAL FIRE.

Species List - Provide a list of the tree and plant species for this grant project. Include common name, Genus, and species. Include the approximate number of each species to be used. List minimum planting stock size for each species.

43 species anticipated to be planted include: Weeping Acacia (*Acacia pendula*), African Fern Pine (*Afrocarpus falcatus*), Peppermint Willow (*Agonis flexuosa*), Marina Madrone (*Arbutus 'Marina'*), Strawberry Madrone (*Arbutus unedo*), Queensland lacebark (*Brachychiton discolor*), Kurrajong (*Brachychiton populneus*), Queensland Bottle Tree (*Brachychiton rupestris*), Lemon Bottlebrush (*Callistemon citrinus*), White Bottlebrush (*Callistemon salignus*), Rose Bottlebrush (*Callistemon salignus* var. *salignus*), Gold Medallion (*Cassia leptophylla*), Deodar cedar (*Cedrus deodara*), Silk Floss (*Ceiba speciosa*), Chitalpa (*Chitalpa tashkentensis*), camphor tree (*Cinnamomum camphora*), red flowering gum (*Corymbia ficifolia*), Syke's Coral Tree (*Erythrina x sykesii*), Indian laurel fig (*Ficus microcarpa*), Evergreen Ash (*Fraxinus uhdei*), Australian Willow (*Geijera parviflora*), Toyon (*Heteromeles arbutifolia*), Purple Jacaranda (*Jacaranda mimosifolia*), Brisbane Box (*Lophostemon confertus*), Catalina Ironwood (*Lyonothamnus floribundus*), Southern Magnolia (*Magnolia grandiflora*), Drooping Melaleuca (*Melaleuca armillaris*), Pink Melaleuca (*Melaleuca nesophila*), Cajeput Tree (*Melaleuca quinquenervia*), New Zealand Christmas Tree (*Metrosideros excelsa*), Kermadec Pohutukawa (*Metrosideros kermadecensis*), Canary Island Pine (*Pinus canariensis*), Italian Stone Pine (*Pinus pinea*), Victorian Box (*Pittosporum undulatum*), California Sycamore (*Platanus racemosa*), London Plane Tree (*Platanus x acerifolia*), Chilean Mesquite (*Prosopis chilensis*), Catalina Cherry (*Prunus ilicifolia* ssp. *Lyoni*), Guava (*Psidium guajava*), African Sumac (*Rhus lancea*), Black Locust (*Robinia pseudoacacia*), Peruvian Pepper (*Schinus molle*), and Tipu Tree (*Tipuana tipu*). It is assumed equal numbers of 3-year-old trees (15-gallon containers) of each species will be planted. All are classified as low, or moderate water use species and capable of growing to 25 ft in height or more. These species are all compatible with the Sunset Climate Zone, and USDA Hardiness Zone, and represent a variety of spacing requirements, allowing for appropriate tree selection to match the site.

Total Project Trees: 1,700

Total CAL FIRE Funded: 1,700

6F. Other deliverables. List all other project deliverables and quantities to be funded by CAL FIRE, as well as overall project totals:

2 new low-cost, water efficient irrigation systems including meters and drip irrigation components. 100% funded by CAL FIRE (excluding cost of water)

Efficiency upgrades and repairs to 7 existing irrigation systems including drip irrigation components. 100% funded by CAL FIRE (excluding cost of water)

The following irrigation systems are being addressed: El Toyon Park: water meter installed needs irrigation repairs; Las Palmas – Newell St – E 22nd St & E 18th St: no water installation, no irrigation. New drip system installation.; Las Palmas – South of E 22nd St: irrigation facilities installed; Palm Ave – E 20th St & E 22nd St: meter installed needs irrigation repairs; Plaza Bonita Centerway – Valley Rd & Sweetwater Rd : meter installed needs irrigation repairs; Euclid Ave – Plaza Blvd & 14th St: meter installed needs irrigation repairs; Euclid Ave – 15th St & 20th St: meter installed needs irrigation repairs; Marina Way – Bay Marina Dr & W 32nd St: meter installed needs irrigation repairs; Harbor Dr – Civic Center Dr & 4th St: no water installation, no irrigation. New drip system installation. No inefficient irrigation valves, pumps, sprinkler control timers, or overly costly and elaborate irrigation systems will be funded.

7. Budget Information

7A. Budget Detail - Provide a specific budget for work to be done. The budget should be based on bid quotes and/or estimates from vendors or on actual costs that will be incurred. The line items listed should be specific enough to adequately describe project expenses. Use the Excel format CAL FIRE has provided for your budget, and follow the guidance in the Procedural Guide. You should note that applicants, if successful in being awarded a grant, will have to follow this budget and will only have the opportunity for minor budget adjustments. The total amount of the project can not be changed later.

7B. Vendor List - List the vendors that have provided you quotes or estimates for this project.

West Coast Arborists, Inc.
Urban Corps of San Diego

7C. Explanation of Budget and Costs - Describe the basis for the budget amounts listed above. Applicants will be expected to adhere to this budget (*Continued on next page*).

Personnel

-Salaries: Tree watering and concrete cutting (3,060 hours) + tree replacement (340 hours) + education & outreach (500 hours). Total = 3,900 hours.

-Vendor provided estimate for watering requirements

Contractual

-Task 1: Vendor estimate of \$55/tree

-Task 2: Vendor estimate of \$60/tree

-Task 3: Vendor estimate for 2 new systems and 7 repairs

-Task 4: Vendor estimate for quarterly reporting for 3 years.

Education and Outreach

-Urban Corps provided estimates for educational events and tree planting.

Supplies

-Vendor supplied estimate of \$60/tree

7D. Matching Funds - List other non-GGRF funding sources, that will meet grant matching requirements.

Source 1	City Personnel Hours	Amount	\$219,375.00
Description	Estimated hours for watering, tree care, tree replacement, education and outreach.		
Source 2		Amount	
Description			
Source 3		Amount	
Description			
Source 4		Amount	
Description			
Matching funds comments			

8. Project Co-Benefits - What co-benefits will the project have? Check the boxes below for the applicable co-benefits, then describe and/or quantify them. Describe how the project will achieve the co-benefits.

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> Stormwater reduction | <input checked="" type="checkbox"/> Improved public health | <input checked="" type="checkbox"/> Jobs created |
| <input checked="" type="checkbox"/> Improved water quality | <input checked="" type="checkbox"/> Enhanced active transportation | <input checked="" type="checkbox"/> Job training conducted |
| <input checked="" type="checkbox"/> Improved air quality | <input checked="" type="checkbox"/> Reduced vehicle miles travelled | <input checked="" type="checkbox"/> Community outreach conducted |
| <input checked="" type="checkbox"/> Energy savings | <input type="checkbox"/> Vacant lot(s) acquired | <input checked="" type="checkbox"/> Education tools/media produced |
| <input type="checkbox"/> Biomass diverted from landfill | <input checked="" type="checkbox"/> Improved urban forest management | <input checked="" type="checkbox"/> Other co-benefits |

An ambitious tree planting schedule, the selection of carbon hungry site-appropriate trees, and the City's long-term commitment to tree maintenance will ensure that the following project co-benefits are maximized as the urban forest matures.

Improved air quality: Approximately 350,000 vehicles are exported out of the Unified Port of San Diego annually and exports are expected to increase to over 400,000 vehicles by 2017. This project will improve the air quality for the City's large pedestrian population by removing air polluting by-products of the port's industrial activity. Additionally, a cooler urban environment will be more pedestrian friendly and encourage human powered forms of transportation, reducing vehicle emissions.

Improved public health: The City has received requests from PTAs, school boards, and other community groups to plant trees in the western part of the City, where many schools are located and many pedestrian facilities have been developed over the last three years. Additionally, the City has been removing the heavily polluting industries from the western part of the City via a Planning Ordinance. This project, in combination with the Ordinance, and recent development of pedestrian facilities, will encourage active forms of transportation while simultaneously removing pollutants that impact the health of susceptible pedestrian and school populations.

Enhanced active transportation: The City has received comments from the San Diego Naval Base that tree planting and further development of cycling facilities is needed to provide a more pedestrian friendly environment for the over 30,000 Navy personnel that commute to the base daily. The Navy and the City are both working to encourage forms of active transportation and reduce vehicle miles traveled by Navy commuters. The cooler urban environment and improvements in aesthetic beauty and air quality will create a more pedestrian friendly environment and encourage human powered forms of transportation. National City has over 12% pedestrian population, one of the highest in San Diego County.

8. Project Co-Benefits - continued from previous page.

Jobs: The partnership with the Urban Corps of San Diego will provide jobs training opportunities for youth ages 18-26. The expansion of the City's urban forest will require maintenance and care. The City's commitment to providing maintenance and replacement services, in addition to their long-term commitment to urban forest management as evidenced by the ongoing development of the Urban Forest Management Plan, will result in lasting jobs which require specialty training and provide tangible benefits, such as reductions in unemployment, to the community.

Stormwater reduction: Through canopy interception and improved soil infiltration, advancing the establishment of a mature urban forest will reduce stormwater runoff.

Improved water quality: Stormwater reduction through improved infiltration and canopy interception replenishes fresh ground water supplies. Receiving waters of San Diego Bay will take in fewer pollutants over time.

Other co-benefits: It has been demonstrated in similar projects that the communities receive numerous additional co-benefits including higher property values, reduction of heat island effects, and reduced road maintenance costs.

9. Certifications & Forms- The following certifications must be filled out and signed by the appropriate person.

9A. Certification of Party Responsible For Maintenance

I, Appropriate representative

certify that the Appropriate agency

will provide or be responsible for 100% of the maintenance for a minimum of 3 years after the end of the grant period in accordance with ANSI A-300 tree care standards, the accompanying ISA Best Management Practices and the standards outlined in the grant agreement and/or grant attachments with the California Department of Forestry and Fire Protection.

Signature **Leslie Deese**
Digitally signed by Leslie Deese
DN: cn=Leslie Deese, o=City of
National City, ou=City Manager,
email=ldeese@nationalcityca.gov,
c=US
Date: 2017.04.26 18:44:46 -0700

Date

Title

Phone Number

9B. Statement of Compliance With All Applicable Laws (all projects must fill out and sign)

I, Appropriate representative

certify that the Appropriate agency

will abide by all applicable federal, state, and local laws, ordinances, regulations and policies in carrying out this State bond-funded project. Failure to do so will lead to cancellation of the grant award.

Signature **Leslie Deese**
Digitally signed by Leslie Deese
DN: cn=Leslie Deese, o=City of
National City, ou=City Manager,
email=ldeese@nationalcityca.gov,
c=US
Date: 2017.04.26 13:44:35 -0700

Date

Title

Phone Number

9C. Recycling Certification (all projects must fill out and sign) - This certification applies to all state contracts and, to the extent feasible, all federally funded contracts.

Contractor certifies under penalty of perjury that percent 50 of the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12616 and 12200, in materials, goods, or supplies offered or products used in performance of this Agreement, regardless of whether the product meets the required recycled product percentages defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

Signature **Leslie Deese**
Digitally signed by Leslie Deese
DN: cn=Leslie Deese, o=City of
National City, ou=City Manager,
email=ldeese@nationalcity.gov,
c=US
Date: 2017.04.26 13:44:14 -07'00'

Date 4/26/2017

Title City Manager

Phone Number 619-336-4240

9D. Checklist of Necessary Forms To Be Completed. Some may not be applicable to your project.

- | | |
|--|---|
| <input checked="" type="checkbox"/> CAL FIRE Urban Forestry Program Environmental Checklist | <input checked="" type="checkbox"/> State of California Non-Discrimination Compliance (Std. 19) |
| <input checked="" type="checkbox"/> Proof of CalEnviroScreen 2.0 community designation. | <input checked="" type="checkbox"/> State of California Drug-Free Workplace Certification (Std. 21) |
| <input checked="" type="checkbox"/> Governing Body Resolution (must follow sample format) | <input checked="" type="checkbox"/> State of California Payee Data Record (Std. 204) |
| <input checked="" type="checkbox"/> Representative project area maps with DAC information. | <input checked="" type="checkbox"/> Signed letters of participation from listed partners. |
| <input checked="" type="checkbox"/> Project sign schematic (including CAL FIRE and CCI logos) | <input checked="" type="checkbox"/> Urban and Community Forestry Project Budget |
| <input checked="" type="checkbox"/> 5-10 representative site photos | <input checked="" type="checkbox"/> UTCC runs for assumptions used, ARB Calculator filled in. |

☐ Other:

List other
attachments:

City Resolution to be brought to City Council on May 16, 2017.

SIGNATURE: The authorized primary project contact for the applying organization must sign below. This must be the person, or person holding the position, that is mentioned in the required governing body resolution, and the same person or position signing all of the other required forms. The signature indicates that, to the best of the signer's knowledge, all of the information provided in this application and all attached required forms and documents is accurate and correct. The signer additionally acknowledges that they have read and understand the grant program RFP and the Procedural Guide common to all of the CAL FIRE Urban & Community Forestry grant programs.

Signature **Leslie Deese**
Digitally signed by Leslie Deese
DN: cn=Leslie Deese, o=City of
National City, ou=City Manager,
email=ldeese@nationalcity.gov,
c=US
Date: 2017.04.26 13:44:01
+07'00'

Printed Name Leslie Deese

Title City Manager

Date 4/26/2017

Please fill out this form completely. Be sure to save a copy of this form for your records. Submit one (1) electronic copy in the fillable PDF format with all supporting materials to CALFIRE.Grants@fire.ca.gov. Please use "U&CF GGRF Project Application" in the E-mail subject line and include yourself as a cc. Your CC will be proof of your submittal. In addition, submit one (1) hard copy with signatures and all supporting materials to : California Department of Forestry and Fire Protection, Attention: Grants Management Unit/Urban and Community Forestry Greenhouse Gas Reduction Fund Grant, P.O. Box 944246, Sacramento, CA 94244-2460. Both hard copy and electronic copy must be postmarked no later than the due date in the invitation letter you received. If you would like to mail the hard copy via expedited/overnight mail, please E-mail CALFIRE.Grants@fire.ca.gov for the physical mailing address.

CAL FIRE Urban & Community Forestry Program GHG Reduction Grants

8. Project Co-Benefits - continued from previous page.

Jobs: The partnership with the Urban Corps of San Diego will provide jobs training opportunities for youth ages 18-26. The expansion of the City's urban forest will require maintenance and care. The City's commitment to providing maintenance and replacement services, in addition to their long-term commitment to urban forest management as evidenced by the ongoing development of the Urban Forest Management Plan, will result in lasting jobs which require specialty training and provide tangible benefits, such as reductions in unemployment, to the community.

Stormwater reduction: Through canopy interception and improved soil infiltration, advancing the establishment of a mature urban forest will reduce stormwater runoff.

Improved water quality: Stormwater reduction through improved infiltration and canopy interception replenishes fresh ground water supplies. Receiving waters of San Diego Bay will take in fewer pollutants over time.

Other co-benefits: It has been demonstrated in similar projects that the communities receive numerous additional co-benefits including higher property values, reduction of heat island effects, and reduced road maintenance costs.

9. Certifications & Forms- The following certifications must be filled out and signed by the appropriate person.

9A. Certification of Party Responsible For Maintenance

I, Appropriate representative Leslie Deese

certify that the Appropriate agency City of National City

will provide or be responsible for 100% of the maintenance for a minimum of 3 years after the end of the grant period in accordance with ANSI A-300 tree care standards, the accompanying ISA Best Management Practices and the standards outlined in the grant agreement and/or grant attachments with the California Department of Forestry and Fire Protection.

Signature 

Date 4/26/2017

Title City Manager

Phone Number 619-336-4240

9B. Statement of Compliance With All Applicable Laws (all projects must fill out and sign)

I, Appropriate representative Leslie Deese

certify that the Appropriate agency City of National City

will abide by all applicable federal, state, and local laws, ordinances, regulations and policies in carrying out this State bond-funded project. Failure to do so will lead to cancellation of the grant award.

Signature 

Date 4/26/2017

Title City Manager

Phone Number 619-336-4240

9C. Recycling Certification (all projects must fill out and sign) - This certification applies to all state contracts and, to the extent feasible, all federally funded contracts.

Contractor certifies under penalty of perjury that percent 50 of the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12616 and 12200, in materials, goods, or supplies offered or products used in performance of this Agreement, regardless of whether the product meets the required recycled product percentages defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

Signature



Date 4/26/2017

Title City Manager

Phone Number 619-336-4240

9D. Checklist of Necessary Forms To Be Completed. Some may not be applicable to your project.

- | | |
|---|---|
| <input checked="" type="checkbox"/> CAL FIRE Urban Forestry Program Environmental Checklist | <input checked="" type="checkbox"/> State of California Non-Discrimination Compliance (Std. 19) |
| <input checked="" type="checkbox"/> Proof of CalEnviroScreen 2.0 community designation. | <input checked="" type="checkbox"/> State of California Drug-Free Workplace Certification (Std. 21) |
| <input checked="" type="checkbox"/> Governing Body Resolution (must follow sample format) | <input checked="" type="checkbox"/> State of California Payee Data Record (Std. 204) |
| <input checked="" type="checkbox"/> Representative project area maps with DAC Information. | <input checked="" type="checkbox"/> Signed letters of participation from listed partners. |
| <input checked="" type="checkbox"/> Project sign schematic (including CAL FIRE and CCI logos) | <input checked="" type="checkbox"/> Urban and Community Forestry Project Budget |
| <input checked="" type="checkbox"/> 5-10 representative site photos | <input checked="" type="checkbox"/> UTCC runs for assumptions used, ARB Calculator filled in. |

☐ Other:

List other attachments:

City Resolution to be brought to City Council on May 16, 2017.

SIGNATURE: The authorized primary project contact for the applying organization must sign below. This must be the person, or person holding the position, that is mentioned in the required governing body resolution, and the same person or position signing all of the other required forms. The signature indicates that, to the best of the signer's knowledge, all of the information provided in this application and all attached required forms and documents is accurate and correct. The signer additionally acknowledges that they have read and understand the grant program RFP and the Procedural Guide common to all of the CAL FIRE Urban & Community Forestry grant programs.

Signature



Printed Name Leslie Deese

Title City Manager

Date 4/26/2017


Please fill out this form completely. Be sure to save a copy of this form for your records. Submit one (1) electronic copy in the fillable PDF format with all supporting materials to CALFIRE.Grants@fire.ca.gov. Please use "U&CF GGRF Project Application" in the E-mail subject line and include yourself as a cc. Your CC will be proof of your submittal. In addition, submit one (1) hard copy with signatures and all supporting materials to : California Department of Forestry and Fire Protection, Attention: Grants Management Unit/Urban and Community Forestry Greenhouse Gas Reduction Fund Grant, P.O. Box 944246, Sacramento, CA 94244-2460. Both hard copy and electronic copy must be postmarked no later than the due date in the invitation letter you received. If you would like to mail the hard copy via expedited/overnight mail, please E-mail CALFIRE.Grants@fire.ca.gov for the physical mailing address.

CAL FIRE Urban & Community Forestry Program GHG Reduction Grants

National City Urban Forest Expansion and Improvement - Project Budget

City of National City

			City of National City	Grant	Total
Personnel:					
Salaries	estimated @ 3,900 hrs (\$90,000/yr)	\$45/hr X 3,900 hrs	0	175,500	175,500
Employee Benefits	estimated @ 3,900 hrs (\$25/dollar)	\$11.25/hr X 3,900 hrs	0	43,875	43,875
Subtotal			0	219,375	219,375
Contractual:					
Task 1: Purchase certified disease/pest/weed free nursery stock	1,700 15-gallon	\$55/tree	93,500	0	93,500
Task 2: Planting trees per CAL FIRE Guidelines	1,700 15-gallon	\$60/tree	102,000	0	102,000
Task 3: Irrigation system repair	9 City parkways. 7 repair/upgrades and 2 new systems.	\$350,000	350,000	0	350,000
Task 4: CH Commission tracking & reporting	3 yrs reporting	60 hrs. X \$166	10,000	0	10,000
Subtotal			545,500	0	545,500
Education and Outreach:					
Urban Corps Tree Planting Event	2 programs/year. 6 total	\$550.00 per program x 6 programs	3,300	0	3,300
Subtotal			3,300	0	3,300
Supplies:					
	Stakes, ties, root collar protectors, 3-4 inches organic mulch (leaf litter, shredded bark, or wood chips), organic fertilizer, organic soil amendment, soil fill	\$60/tree	102,000	0	102,000
Subtotal			102,000	0	102,000
TOTAL GRANT PROJECT COST			650,800	219,375	870,175
PERCENT OF TOTAL GRANT PROJECT COST			75	25	100



UNIVERSITY AIR SERVICES
CAL FIRE

SuperTree Carbon Calculator

Developed by the University of California, Berkeley
for the California Air Resources Board
(Data entry screen)

SuperTree Carbon Calculator
Version 1.0.0
(Data entry screen)

Help/Commands

Figure 1

Data name		Project Data entry		Units		Description	
Flag1	Climate Zone	3	South Coast			Tree age selected	Shade & climate selected
Electricity CO2 emissions factor				(kg/MWh)			
Electricity CH4 emissions factor				(kg/MWh)			
Electricity N2O emissions factor				(kg/MWh)			

Required for energy project

Figures 8 & 9

Enter Tree data below one tree at a time, then record results

Data name		Data entry		Units		Description	
Species code and scientific name							lemon bottlebrush
Age (years)		9.6					9.6 in DBH & 20.6 ft high
Tree azimuth							W
Tree distance class							Near
Building vintage							1950-80
air conditioning equip.							Central air/heat pump
Heating equip.							natural gas
Heating emissions factor- CO2				(kg/MBtu)			
Heating emissions factor CH4				(kg/MBtu)			
Heating emissions factor N2O				(kg/MBtu)			

Figures 7-10

Carbon Calculator Results (annual)

Energy reductions		Emission reductions (CO2 equivalents)		CO2 Sequestration	Total CO2 Stored	Above ground biomass
Cooling	Heating	Cooling	Heating	Cooling + Heating		
kWh/tree	MBtu/tree	(kg/tree)	(kg/tree)	(kg/tree)	(kg/tree)	(dry weight)
42.70	0.023	12.9	1.5	14.5	206.4	87.7
kWh/tree	GJ/tree	lb/tree	lb/tree	lb/tree	(lb/tree)	(lb/tree)
42.70	0.050	28.5	3.4	31.9	455.0	193.4



CARBON/Tree Carbon Calculator

Developed by the University of Utah for the National
Forest Service, Pacific Southwest Research Station
EPA 600/R-97/021

For use with the National Forest Management Act
Reforestation Act of 1990



Figure 1

Project Data entry		Units		Description	
Data name		Data entry		Description	
Flag1	Tree age selected				
Flag2	Shade & climate selected				
Climate Zone	South Coast				
Electricity CO2 emissions factor	(kg/MWh)				
Electricity CH4 emissions factor	(kg/MWh)				
Electricity N2O emissions factor	(kg/MWh)				

Required for energy effect

Figures 8 & 9

Tree and Building Data entry

Enter Tree data below one tree at a time, then record results

Data name		Units		Description	
Data entry		Data entry		Description	
Species code and scientific name	decid. cedar				
Age (years)	31.3 in DBH & 58.8 ft high				
Tree azimuth	W				
Tree distance class	Near				
Building vintage	1950-80				
air conditioning equip.	Central air/heat pump				
Heating equip.	natural gas				
Heating emissions factor- CO2	(kg/MBtu)				
Heating emissions factor CH4	(kg/MBtu)				
Heating emissions factor N2O	(kg/MBtu)				

Figures 7-10

Carbon Calculator Results (annual)

Energy reductions		Emission reductions (CO2 equivalents)		CO2 Sequestration		Total CO2 Stored		Above ground biomass	
Cooling		Cooling		Cooling + Heating		(kg/tree)		(dry weight)	
Heating	MBtu/tree	Heating	(kg/tree)	Heating	(kg/tree)	(kg/tree)	(kg/tree)	(kg/tree)	(kg/tree)
330.46	0.162	100.1	8.1	108.2	168.2	3688.8	1524.6	1524.6	1524.6
KWh/tree	GJ/tree	100.1	17.5	108.2	17.5	477.0	2,007.6	2,007.6	2,007.6
320.46	0.161	220.7	17.5	238.2	17.5	477.0	2,007.6	2,007.6	2,007.6



Approved by the Carbon Calculator for use in the
 Carbon Calculator for use in the
 Carbon Calculator for use in the
 Carbon Calculator for use in the



Figure 1

Project Data entry		Units		Description	
Data name	Flag	Data entry			
Climate Zone	Flag2	0		Tree age selected	
Electricity CO2 emissions factor		2 (South Coast)		Shade & climate selected	
Electricity CH4 emissions factor		303	(kg/MWh)	South Coast	
Electricity N2O emissions factor		0.0040	(kg/MWh)		

required for energy project

Figures 8 & 9

Tree and Building Data entry		Units		Description	
Enter Tree data below one tree at a time, then record results	Data name	Data entry			
Species code and scientific name				camphor tree	
Age (years)		22.5	in DBH & 35.7 ft high		
Tree azimuth				W	
Tree distance class				Near	
Building vintage				1950-80	
air conditioning equip.				Central air/heat pump	
Heating equip.				natural gas	
Heating emissions factor- CO2		83.1	(kg/MBtu)		
Heating emissions factor CH4		0	(kg/MBtu)		
Heating emissions factor N2O		0	(kg/MBtu)		

Figures 7-10

Carbon Calculator Results (annual)					
Energy reductions		Emission reductions (CO2 equivalents)			Above ground biomass
		Cooling	Heating	Cooling + Heating	
Cooling kWh/tree	Heating MBtu/tree	(kg/tree)	(kg/tree)	(kg/tree)	(dry weight) (kg/tree)
282.45	0.134	7.1	86.7	108.1	2518.2
kWh/tree	GJ/tree	lb/tree	lb/tree	(lb/tree/year)	(lb/tree)
282.45	0.142	15.7	181.6	240.3	5,551.7
					9,355.9



ENTER THE CARBON CALCULATOR

Developed by the California Urban Forest Ecosystem
Center in partnership with the California Department of
Pesticide Regulation, University of California, Davis



Figure 1

Project Data entry	
Data name	Units
Flag1	Tree age selected
Flag2	Shade & climate selected
Climate Zone	South Coast
Electricity CO2 emissions factor	(kg/MWh)
Electricity CH4 emissions factor	(kg/MWh)
Electricity N2O emissions factor	(kg/MWh)

Required for energy project

Figures 6 & 8

Tree and Building Data entry	
Data name	Units
Species code and scientific name	redflower gum
Age (years)	33.2 in DBH & 37.9 ft high
Tree azimuth	W
Tree distance class	Near
Building vintage	1950-80
air conditioning equip.	Central air/heat pump
Heating equip.	natural gas
Heating emissions factor- CO2	(kg/MBtu)
Heating emissions factor- CH4	(kg/MBtu)
Heating emissions factor- N2O	(kg/MBtu)

Figures 7-10

Carbon Calculator Results (annual)				
Energy reductions		Emission reductions (CO ₂ equivalents)		
Cooling	Heating	Cooling	Heating	Cooling + Heating
kWh/tree	MBtu/tree	(kg/tree)	(kg/tree)	(kg/tree)
261.27	0.123	78.2	6.8	85.7
kWh/tree	GJ/tree	lb/tree	lb/tree	lb/tree
261.27	0.130	174.5	14.4	188.9
		CO ₂ Sequestration	Total CO ₂ Stored	Above ground biomass
		(A value of 0.0 indicates no tree growth)	(kg/tree)	(kg/tree)
		(lb/tree/year)	(kg/tree)	(kg/tree)
		(lb/tree/year)	(kg/tree)	(kg/tree)
		383.8	4383.7	2121.0
		867.6	11,000.3	4,675.9



CLER Tree Carbon Calculator

San Joaquin Hills Carbon Calculator for All Regions
 (Excludes San Joaquin Hills and San Joaquin Hills)

San Joaquin Hills Carbon Calculator for All Regions
 (Excludes San Joaquin Hills and San Joaquin Hills)

Figure 1

Project Data entry		Units	Description
Data name	Flag1		Tree age selected
	Flag2		Shade & climate selected
	Climate Zone		South Coast
Electricity CO2 emissions factor	3. (pound class)	(kg/MWh)	
Electricity CH4 emissions factor	30	(kg/MWh)	
Electricity N2O emissions factor	0.000	(kg/MWh)	

Required for energy project

Figures 6 & 9

Enter Tree data below one tree at a time, then record results

Tree and Building data entry		Units	Description
Species code and scientific name			Jacaranda
Age (years)	11.0 in DBH & 23.7 ft high		
Tree distance class	W		
Building vintage	Near		
air conditioning equip.	1850-80		
Heating equip.	Central air/heat pump		
Heating emissions factor- CO2	natural gas		
Heating emissions factor CH4		(kg/MBtu)	
Heating emissions factor N2O		(kg/MBtu)	

Figures 7-10

Carbon Calculator Results (annual)					
Energy reductions		Emission reductions (CO2 equivalents)		CO2 Sequestration	Above ground biomass
				(A value of 0.0 indicates no tree grown)	
Cooling kWh/yr	Heating kWh/yr	Cooling (kg/tree)	Heating (kg/tree)	Cooling + Heating (kg/tree)	(dry weight) (kg/tree)
88.20	0.051	26.7	2.7	29.4	308.0
88.20	0.054	26.7	2.7	29.4	130.9
				(lb/tree/year)	(lb/tree)
				14.5	673.1
				14.5	288.7



SUBTROPICAL Carbon Calculator

Developed by the Center for Global and Environmental Change
Southern Campus, University of Arizona

In cooperation with the California Department of
Conservation and the University of California



Figure 1

Project Data entry	
Data name	Units
Flag1	Tree age selected
Flag2	Shade & climate selected
Climate Zone	South Coast
Electricity CO2 emissions factor	(kg/MWh)
Electricity CH4 emissions factor	(kg/MWh)
Electricity N2O emissions factor	(kg/MWh)

required for energy input

Figures 6 & 9

Tree and Building Data entry	
Data name	Units
Species code and scientific name	sweetgum
Age (years)	12.3 in DBH & 37.7 ft high
Tree azimuth	W
Tree distance class	Near
Building vintage	1950-80
air conditioning equip.	Central air/heat pump
Heating equip.	natural gas
Heating emissions factor - CO ₂	(kg/MBtu)
Heating emissions factor - CH ₄	(kg/MBtu)
Heating emissions factor - N ₂ O	(kg/MBtu)

Figures 7-10

Carbon Calculator Results (annual)			
Energy reductions		CO ₂ Sequestration	Above ground biomass
Emission reductions (CO ₂ equivalents)		(A value of 0.0 indicates no tree growth)	
Cooling	Heating	Cooling + Heating	(dry weight)
kWh/tree	MBtu/tree	(kg/tree)	(kg/tree)
118.57	0.056	35.9	215.4
kWh/tree	MBtu/tree	lb/tree	(lb/tree)
118.57	0.056	8.5	453.7



CAL FIRE

Developed by the Center for Urban Forest Research
at the University of California, Berkeley

In partnership with the California Department of
Pesticide Regulation



Figure 1

Project Data entry	
Data name	Units
Flag1	
Flag2	
Climate Zone	
Electricity CO2 emissions factor	(kg/MWh)
Electricity CH4 emissions factor	(kg/MWh)
Electricity N2O emissions factor	(kg/MWh)

Figures 8 & 9

Tree and Building Data entry	
Enter Tree data below one tree at a time, then record results	
Data name	Units
Species code and scientific name	
Age (years)	
Tree admitt	
Tree distance class	
Building vintage	
air conditioning equip.	
Heating equip.	
Heating emissions factor- CO2	(kg/MBtu)
Heating emissions factor CH4	(kg/MBtu)
Heating emissions factor N2O	(kg/MBtu)

Figures 7-10

Carbon Calculator Results (annual)				
Energy reductions		Emission reductions (CO2 equivalents)		
Cooling	Heating	Cooling	Heating	Cooling + Heating
kWh/tree	MBtu/tree	(kg/tree)	(kg/tree)	(kg/tree)
203.28	0.094	61.6	5.0	66.6
kWh/tree	GJ/tree	lb/tree	lb/tree	lb/tree
203.28	0.099	135.3	11.0	146.3
		Sequestration	Total CO2 Stored	Above ground biomass
		(A value of 0.0 indicates no trees grown)		
		(kg/tree)	(kg/tree)	(dry weight) (kg/tree)
		50.8	1086.8	498.1
		(lb/tree/year)	(lb/tree)	(lb/tree)
		112.1	2,929.4	880.1



Other Tree Carbon Calculator

Developed with funding from the U.S. Forest Service
Forest Sciences Laboratory, Forest Sciences
US Forest Service

Installation site:
 (A value of 0.0 indicates no tree growth)



Figure 1

Data name	Project Data entry	Units	Description
Flag1	<input type="text"/>		Tree age selected
Flag2	<input type="text"/>		Shade & climate selected
Climate Zone	<input type="text"/>		South Coast
Electricity CO2 emissions factor	<input type="text"/>	(kg/MWh)	
Electricity CH4 emissions factor	<input type="text"/>	(kg/MWh)	
Electricity N2O emissions factor	<input type="text"/>	(kg/MWh)	

Required for energy project

Figures 8 & 9

Data name	Tree and Building Data entry	Units	Description
Species code and scientific name	<input type="text"/>		new zealand christmas tree
Age (years)	<input type="text"/>		W
Tree azimuth	<input type="text"/>		Near
Tree distance class	<input type="text"/>		1950-30
Building vintage	<input type="text"/>		Central air/heat pump
air conditioning equip.	<input type="text"/>		natural gas
Heating equip.	<input type="text"/>		
Heating emissions factor: CO2	<input type="text"/>	(kg/MBtu)	
Heating emissions factor: CH4	<input type="text"/>	(kg/MBtu)	
Heating emissions factor: N2O	<input type="text"/>	(kg/MBtu)	

Figures 7-10

Carbon Calculator Results (annual)				
Energy reductions		Emission reductions (CO2 equivalents)		
Cooling	Heating	Cooling	Heating	Cooling + Heating
kWh/tree	MBtu/tree	(kg/tree)	(kg/tree)	(kg/tree)
182.43	0.086	35.3	4.6	69.9
kWh/tree	GJ/tree	lb/tree	lb/tree	lb/tree
182.43	0.091	121.5	10.4	132.0
		CO2 Sequestration		
		(A value of 0.0 indicates no tree growth)		
		(kg/tree)	(kg/tree)	(dry weight) (kg/tree)
		43.3	1448.8	614.8
		(lb/tree/year)	(lb/tree)	(lb/tree)
		105.9	3,187.8	1,355.0
		Above ground biomass		
		Total CO2 Stored		



CLIMATE ZONE
Electricity CO2 emissions factors
Electricity CH4 emissions factors
Electricity N2O emissions factors
Required for energy factors



Figure 1

Project Data entry		Description	
Data name	Data entry	Units	Tree age selected
Climate Zone	Flag1		Shade & climate selected
Electricity CO2 emissions factors	Flag2	(kg/MWh)	South Coast
Electricity CH4 emissions factors		(kg/MWh)	
Electricity N2O emissions factors		(kg/MWh)	

Figures 6 & 9

Tree and Building Data entry		Description	
Data name	Data entry	Units	Tree age selected
Species code and scientific name			paperbark
Age (years)	27.6	in DBH & 40.8 ft high	
Tree azimuth	W		
Tree distance class	Near		
Building vintage	1850-80		
air conditioning equip.	Central air/heat pump		
Heating equip.	natural gas		
Heating emissions factor- CO2		(kg/MBtu)	
Heating emissions factor CH4		(kg/MBtu)	
Heating emissions factor N2O		(kg/MBtu)	

Figure 7-10

Energy reductions		Emission reductions (CO2 equivalents)		Carbon calculator Results (annual)	
Cooling	Heating	Cooling	Heating	CO2 Sequestration	Above ground biomass
kWh/tree	MBtu/tree	(kg/tree)	(kg/tree)	(kg/tree)	(kg/tree)
200.70	0.086	60.0	84.0	71.0	1600.8
kWh/tree	GJ/tree	Btu/tree	Btu/tree	(lb/tree/year)	(lb/tree)
200.70	0.093	134.1	141.1	158.8	3,525.3
					1,413.9



ENTER Tree Carbon Calculator

Developed by the U.S. Forest Service, Pacific Southwest Research Station
16000 SW Jefferson Way
Portland, OR 97209



In partnership with the California Department of
Forestry and Fire Protection

Figure 1

Data name		Project Data entry	
Flag1	Flag2	Units	Description
			Tree age selected
			Shade & climate selected
			South Coast
		(kg/MWh)	
		(kg/MWh)	
		(kg/MWh)	

Help/Instructions

Figures 6 & 9

Tree and Building Data entry		
Data name	Units	Description
Enter Tree data below one tree at a time, then record results		
Species code and scientific name		canary island pine
Age (years)		23.6 in DBH & 85.6 ft high
Tree azimuth		W
Tree distance class		Near
Building vintage		1950-80
air conditioning equip.		Central air/heat pump
Heating equip.		natural gas
Heating emissions factor- CO ₂	(kg/MBtu)	
Heating emissions factor CH ₄	(kg/MBtu)	
Heating emissions factor N ₂ O	(kg/MBtu)	

Figures 7-10

Carbon Calculator Results (annual)							
Energy reductions		Emission reductions (CO ₂ equivalents)			CO ₂ Sequestration	Total CO ₂ Stored	Above ground biomass
Cooling	Heating	Cooling	Heating	Cooling + Heating	(A value of 0.0 indicates no tree growth)		(dry weight)
kWh/tree	MBtu/tree	(kg/tree)	(kg/tree)	(kg/tree)	(kg/tree)	(kg/tree)	(kg/tree)
193.12	0.082	40.3	4.3	84.7	88.8	2916.2	1238.8
kWh/tree	GJ/tree	t/tree	lb/tree	lb/tree	(lb/tree/year)	(lb/tree)	(lb/tree)
193.12	0.085	135.0	9.5	142.4	135.8	5,423.2	2,732.8



OVER Tree Carbon Calculator

Developed by the California Urban Forest Research Center
and the California Department of Forestry and Fire Protection
in cooperation with the Forest Health Department
of the California Department of Forestry and Fire Protection



Figure 1

Project Data entry	
Data name	Units
Flag	Tree age selected
Flag	Shade & climate selected
Climate Zone	South Coast
Electricity CO2 emissions factor	(kg/MWh)
Electricity CH4 emissions factor	(kg/MWh)
Electricity N2O emissions factor	(kg/MWh)

Required for energy project

Help Commands

Figures 8 & 9

Tree and building Data entry	
Data name	Units
Species code and scientific name	London planetree
Age (years)	20.3 in DBH & 51.5 ft high
Tree azimuth	W
Tree distance class	Near
Building vintage	1950-80
air conditioning equip.	Central air/heat pump
Heating equip.	natural gas
Heating emissions factor- CO2	(kg/MBtu)
Heating emissions factor CH4	(kg/MBtu)
Heating emissions factor N2O	(kg/MBtu)

Figures 7-10

Carbon Calculator Results (annual)					
Energy reductions		Emission reductions (CO2 equivalents)			Above ground biomass
Cooling	Heating	Cooling	Heating	Cooling + Heating	Total CO2 Stored
kWh/tree	MBtu/tree	(kg/tree)	(kg/tree)	(kg/tree)	(kg/tree)
320.16	0.128	57.0	6.7	183.7	2300.4
kWh/tree	GJ/tree	lb/tree	lb/tree	lb/tree	(lb/tree)
320.16	0.133	213.9	14.5	228.7	5,071.4
					(dry weight)
					(kg/tree)
					2300.4
					5,071.4
					2,155.7



CLER Tree Carbon Calculator

Developed by the Southern California Air Resources Board
Palo Alto, California

For information on how to use this calculator, see the user's guide
located in the "Help" menu.



Figure 1

Project Data entry	
Data name	Units
Flag1	Tree age selected
Flag2	Sheds & climate selected
Climate Zone	South Coast
Electricity CO2 emissions factor	(kg/MWh)
Electricity CH4 emissions factor	(kg/MWh)
Electricity N2O emissions factor	(kg/MWh)

Required for energy project

Figures 6 & 9

Tree and Building Data entry	
Data name	Units
Species code and scientific name	yew podocarpus
Age (years)	9.3 in DBH & 23.1 ft high
Tree diameter	W
Tree distance class	Near
Building vintage	1850-90
air conditioning equip.	Central air/heat pump
Heating emissions factor- CO2	natural gas
Heating emissions factor CH4	(kg/MBtu)
Heating emissions factor N2O	(kg/MBtu)

Figures 7-10

Carbon Calculator Results (annual)				
Energy reductions		Emission reductions (CO2 equivalents)		
Cooling	Heating	Cooling	Heating	Cooling + Heating
kWh/tree	MBtu/tree	(kg/tree)	(kg/tree)	(kg/tree)
57.40	0.021	17.4	1.1	18.5
kWh/tree	GJ/tree	lb/tree	lb/tree	lb/tree
57.40	0.022	38.3	2.5	40.8
		(dry weight)		
		(kg/tree)	(kg/tree)	(kg/tree)
		6.3	225.0	231.3
		(lb/tree)	(lb/tree)	(lb/tree)
		11.7	495.5	507.2



CURR Tree Carbon Calculator

Developed by the Center for Urban Forest Carbon Storage
University of California, Berkeley
UCSF, CA 94616
In partnership with the California Department of
Pesticide Regulation



Figure 1

Project Data entry	
Data name	Units
Flag1	Tree age selected
Flag2	Shade & climate selected
Climate Zone	South Coast
Electricity CO2 emissions factor	(kg/MWh)
Electricity CH4 emissions factor	(kg/MWh)
Electricity N2O emissions factor	(kg/MWh)

Screened for energy project

Help Commands

Figures 6 & 8

Enter Tree data below one tree at a time, then record results

Tree and Building Data entry	
Data name	Units
Species code and scientific name	britabane box
Age (years)	10.6 in DBH & 26.4 ft high
Tree azimuth	W
Tree distance class	Near
Building vintage	1850-80
air conditioning equip.	Central air/heat pump
Heating equip.	natural gas
Heating emissions factor- CO2	(kg/MBtu)
Heating emissions factor CH4	(kg/MBtu)
Heating emissions factor N2O	(kg/MBtu)

Figure 7-10

Carbon Calculator Results (annual)

Energy reductions		Emission reductions (CO2 equivalents)		CO2 Sequestration	Total CO2 Stored	Above ground biomass
Cooling	Heating	Cooling	Heating	Cooling + Heating		
kWh/tree	MBtu/tree	(kg/tree)	(kg/tree)	(kg/tree)	(kg/tree)	(dry weight)
63.06	6.041	19.1	2.2	21.3	511.5	217.4
kWh/tree	GJ/tree	lb/tree	lb/tree	lb/tree	(lb/tree)	(lb/tree)
63.06	0.043	42.1	4.8	46.9	1,127.5	479.3



California Environmental Protection Agency
California Air Resources Board

California Air Resources Board and
 California Department of Forestry & Fire Protection

Greenhouse Gas Calculator Tool
 Urban and Community Forestry Program
 Greenhouse Gas Reduction Fund

Fiscal Year 2016-2017

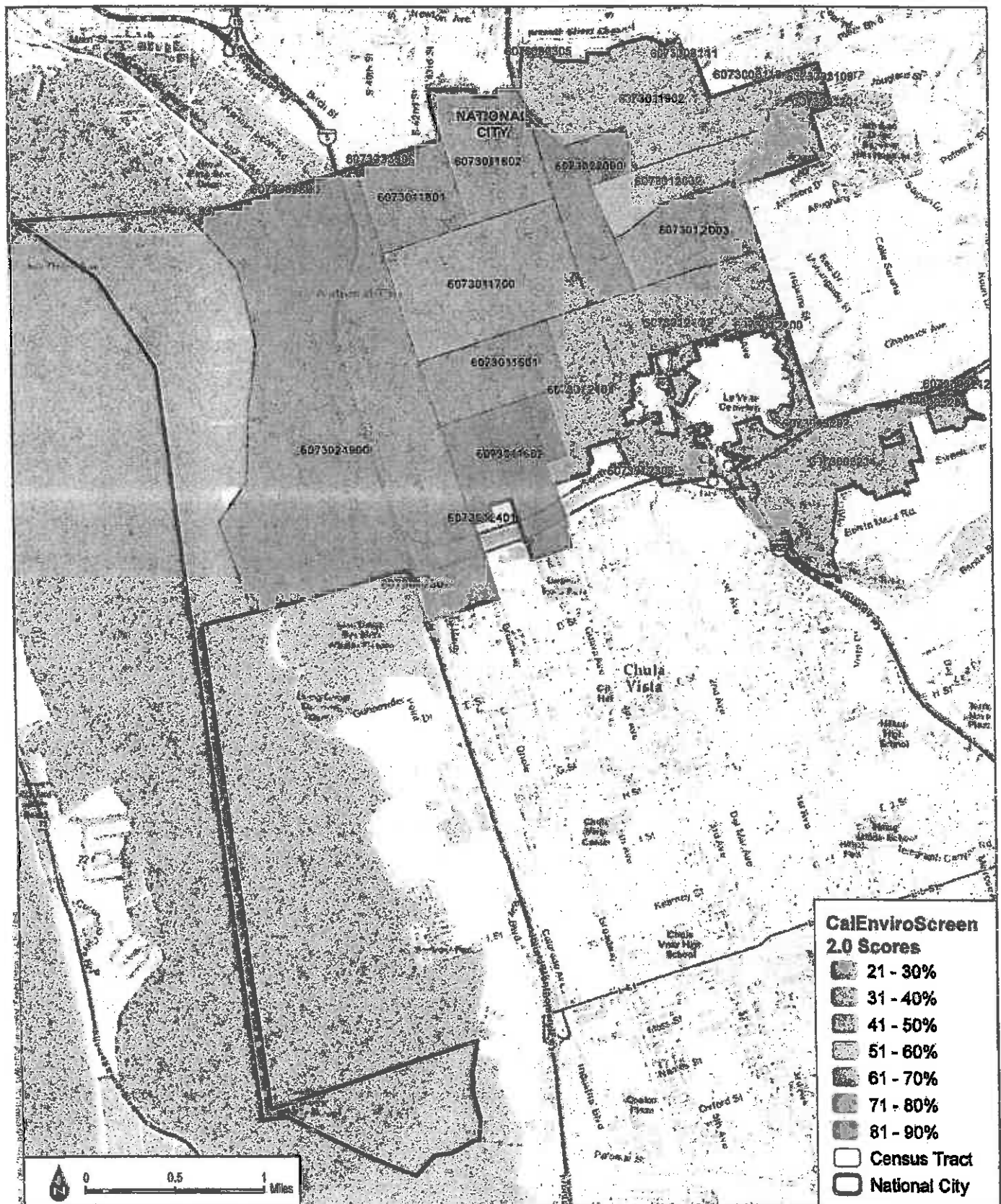
Version 2 - December 8, 2016

Project Name:	National City Urban Forest Expansion and Improvement Project
Grant ID, if applicable:	16-GHG-UCF01-UCF007

GHG Summary Worksheet

GHG Benefit of Carbon Stored in Live Project Trees Estimated Using the CTCC (MT CO ₂ e)	2,449
GHG Benefit of Carbon Stored in Live Project Trees Estimated Using i-Tree Streets (MT CO ₂ e)	0
GHG Benefit from Energy Savings Estimated Using the CTCC (MT CO ₂ e)	1,485
GHG Benefit from Energy Savings Estimated Using i-Tree Streets (MT CO ₂ e)	0
GHG Benefit of Carbon Stored in Wood Products (MT CO ₂ e)	0
GHG Benefit from Utilizing Biomass for Energy Generation (MT CO ₂ e)	0
GHG Benefit from Preventing the Landfilling of Biomass (MT CO ₂ e)	0
GHG Emissions from Project Implementation (MT CO ₂ e)	195

Net GHG Benefit (MT CO ₂ e)	3,700
UCF GGRF Funds Requested (\$)	650800
Total GGRF Funds Requested (\$)	650800
Net GHG Benefit/UCF GGRF Funds Requested (MT CO ₂ e/\$)	0.005685276
Net GHG Benefit/Total GGRF Funds Requested (MT CO ₂ e/\$)	0.005685276



DUDEK

SOURCE: Office of Environmental Health Hazards Assessment

CalEnviroScreen 2.0 Results - National City

National City Urban Forest Expansion and Improvement Project

SB 535 Disadvantaged Communities

Census Tract	CalEnviroScreen 2.0 Score	CalEnviroScreen 2.0 Percentile Range	Pollution Burden Percentile	Population Characteristics Percentile	Total Population	California County	ZIP code census tract falls within	Nearby City (to help approximate location only)
607311602	37.25	51-85%	57	94	3228	San Diego	91950	National City
607311201	38.88	75-80%	58	87	3076	San Diego	91950	National City
607310301	38.35	75-80%	57	94	5894	San Diego	91950	National City
607310300	37.91	75-80%	83	81	6316	San Diego	91959	National City

Funding for this California Climate Investments grant project has been provided through the California Department of Forestry and Fire Protection (CAL FIRE), Urban and Community Forestry Program.



The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to sign an Encroachment Permit and Agreement with Southern Highlands Partners, LLC, for the installation of an Americans with Disabilities Act (ADA) compliant pedestrian acc

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 1, 2017

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the Mayor to sign an Encroachment Permit and Agreement with Southern Highlands Partners, LLC, for the installation of an Americans with Disabilities Act (ADA) compliant pedestrian access ramp partially within the public right-of-way for 2525 Highland Avenue (Southern Highlands Assisted Living Facility).

PREPARED BY: Carla Hutchinson, Junior Engineer - Civil

PHONE: 619-336-4388

DEPARTMENT: Engineering/Public Works

APPROVED BY:

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt Resolution authorizing the Mayor to sign an Encroachment Permit and Agreement with Southern Highlands Partners, LLC, for the installation of an ADA compliant pedestrian access ramp for 2525 Highland Avenue.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Encroachment Permit and Agreement
3. Exhibit "A" and "B"
4. Resolution

EXPLANATION

Southern Highland Partners, LLC, owner of Southern Highlands Assisted Living Facility located at 2525 Highland Avenue, is proposing to install an Americans with Disabilities Act (ADA) compliant pedestrian access ramp, which will encroach 2.5 feet into the public right of way within the landscape strip located behind the back of sidewalk along Highland Avenue. Southern Highlands Partners, LLC, was notified of the potential encroachment and directed to either change the design or enter into an Encroachment Permit and Agreement with the City. The proposed ADA ramp will provide access to the front entrance of the assisted living facility.

Staff supports executing an Encroachment Permit and Agreement. Exhibits A and B provide a legal description and map of the encroachment area.

**ENCROACHMENT PERMIT AND AGREEMENT
(Commercial)**

FEE: \$490.00

The City Of National City hereby grants an Encroachment Permit to the undersigned, SOUTHERN HIGHLANDS PARTNERS, LLC (hereinafter referred to as "OWNER"), in accordance with and pursuant to the terms and conditions set forth in Chapter 13.12 of the National City Municipal Code.

OWNER is the owner of that certain real property described in the attached Exhibit "A", or is an owner of personal property that is proposed to be installed in the public right-of-way or other public property of the City of National City, County of San Diego, State of California. The OWNER, in consideration of this grant of permission by the City of National City (hereinafter referred to as "CITY") to install and maintain certain personal property or a building, facility, or other structure (hereafter designated from time to time as an "encroachment") within or upon a CITY easement, property, or right-of-way for the use and benefit of OWNER'S property and adjacent lands, now covenants and agrees as follows:

The site of installation and any description of OWNER'S encroachment is described in Exhibit "B", attached.

The terms and conditions under which the encroachment is to be installed and maintained are as follows:

1. Upon notification in writing by the City Engineer, the above described encroachment shall be abandoned, removed, or relocated by OWNER at the owner's sole expense.
2. The said encroachment shall be maintained in a safe and sanitary condition at all times at the sole cost, risk, and responsibility of OWNER and any successor in interest, who shall hold CITY harmless with respect thereto.
3. This Permit and Agreement, when made for the direct benefit of OWNER's land or property described above, and the covenants herein contained shall run with said land and shall be binding on the assigns and successors of OWNER. Should OWNER or its successors fail to remove or relocate the encroachment herein permitted within thirty (30) days after notice of removal or relocation from the CITY, CITY may cause such removal or relocation to be done at OWNER's sole cost and expense, which shall be a lien upon said land. A copy of this Encroachment Agreement shall be recorded against any real property of the owner's that is hereby benefited by the encroachment. Upon request by CITY, PERMITTEE shall record this Encroachment Agreement with the County of San Diego, County Recorder's Office, and upon recordation shall return the original to the CITY.
4. OWNER shall indemnify, defend, and hold harmless CITY and its officers, agents, and employees from all liability, loss, costs, claims, demands, suits, and defense costs, including attorneys' fees, arising out of Owner's entry upon and use of City's easement or right-of-way for the installation, maintenance, and use of the owner's encroachment.
5. OWNER and each successor in interest or assign shall take out and maintain, during the time the encroachment remains on CITY's easement or right-of-way, commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence, covering all bodily and property damage arising out of this Encroachment Agreement.

This policy shall name CITY and its officers, agents, and employees as additional insured, and shall constitute primary insurance as to CITY and its officers, agents, and employees, so that any other policies held by CITY shall not contribute to any loss under said insurance. Said policy shall

provide for thirty (30) days prior written notice to CITY of cancellation or material change. Prior to commencement of this Encroachment Agreement, OWNER shall furnish CITY a certificate of insurance with original endorsements evidencing the coverages required by this section. Should owner fail to do so, City may elect to obtain such coverage at OWNER'S expense or immediately terminate this Agreement.

6. The full terms and conditions under which this Encroachment Permit is issued are further set forth in Chapter 13.12 of the National City Municipal Code, which terms OWNER hereby specifically acknowledges and agrees to. Owner also acknowledges that those terms and conditions include, without limitation, the following:

a. The City reserves the right to charge the Owner "fair and reasonable" compensation for the use of CITY property retroactive to the date of construction or installation of the encroachment.

b. The CITY can require the removal, relocation, or undergrounding of the encroachment when deemed necessary and feasible by and in the sole discretion of the City Engineer at owner's expense.

7. This encroachment Permit is not valid and confers no rights to install and maintain an encroachment until it is accepted by the Owner.

DATED:

CITY OF NATIONAL CITY

Rea Morrison, Mayor

PERMITTEE:

SOUTHERN Highlands PARTNERS, LLC

Entity/Company

Joel S Shefflin

Signature

JOEL SHEFFLIN, Managing Member

Name & Title

ATTACH NOTARY CERTIFICATION FOR THE NAME OF PERMITTEE SHOWN ABOVE.
USE CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT NOTARY ONLY.

.....
PERMITTEE/APPLICANT INFORMATION:

JOEL SHEFFLIN

Person in Responsible Charge

510-750-6111

24/7 Phone Number

SHEFFLIN INVESTMENTS

Firm Name

Mailing Address:

1255 COAST Village Rd, Ste D

Montecito, CA 93108

PLAT SHOWING LOCATION OF STRUCTURES, BASEMENT, OR RIGHT-OF-WAY, AND
SEWER AND/OR DRAINAGE FACILITIES: SEE EXHIBIT "B", ATTACHED

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Barbara

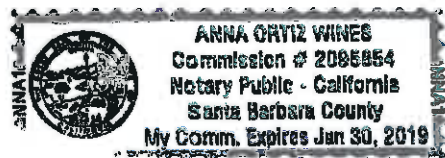
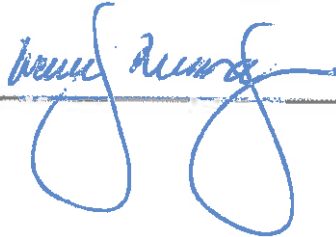
On May 8, 2016 before me, Anna Ortiz Wines,
(here insert name and title of the officer)
personally appeared Joel S. Shefflin

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

EXHIBIT "A"

ENCROACHMENT OF IMPROVEMENTS DESCRIPTION

THE IMPROVEMENTS TO BE CONSTRUCTED WITHIN THE RIGHT-OF-WAY INCLUDE APPROXIMATELY 50 FEET OF 1' TO 1.5' HIGH CURB SUPPORTING A CONCRETE RAMP AND LANDING WITH A HANDRAIL. ADDITIONALLY, CONCRETE STEPS WILL BE ADDED AT THE NORTH SIDE OF THE ADA RAMP/LANDING. AT THE SOUTH SIDE OF THE RAMP A LANDING AND HANDRAILS WILL EXTEND INTO THE RIGHT-OF-WAY.

EXHIBIT "B"

LEGAL DESCRIPTION

AN ENCROACHMENT EASEMENT FOR ADA ACCESS RAMP OVER, ALONG AND ACROSS A PORTION OF LAND ON HIGHLAND AVENUE SITUATED IN NATIONAL CITY, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS :

BEGINNING AT THE NORTHWESTERLY CORNER OF PARCEL 1, PARCEL MAP NO. 2788 RECORDED JUNE 27, 1974 PER FILE NO. 74-172992; THENCE SOUTHERLY ALONG THE SOUTHWESTERLY LINE SOUTH $18^{\circ} 59' 45''$ WEST, 45.85 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $71^{\circ} 00' 16''$ WEST, 2.50 FEET; THENCE SOUTH $18^{\circ} 59' 45''$ EAST, 58.00 FEET; THENCE NORTH $71^{\circ} 00' 16''$ EAST, 2.50 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 1, PARCEL MAP NO. 2788; THENCE NORTH ALONG SAID SOUTHWESTERLY LINE NORTH $18^{\circ} 59' 45''$ WEST, 58.00 FEET TO THE TRUE POINT OF BEGINNING.

145 square feet

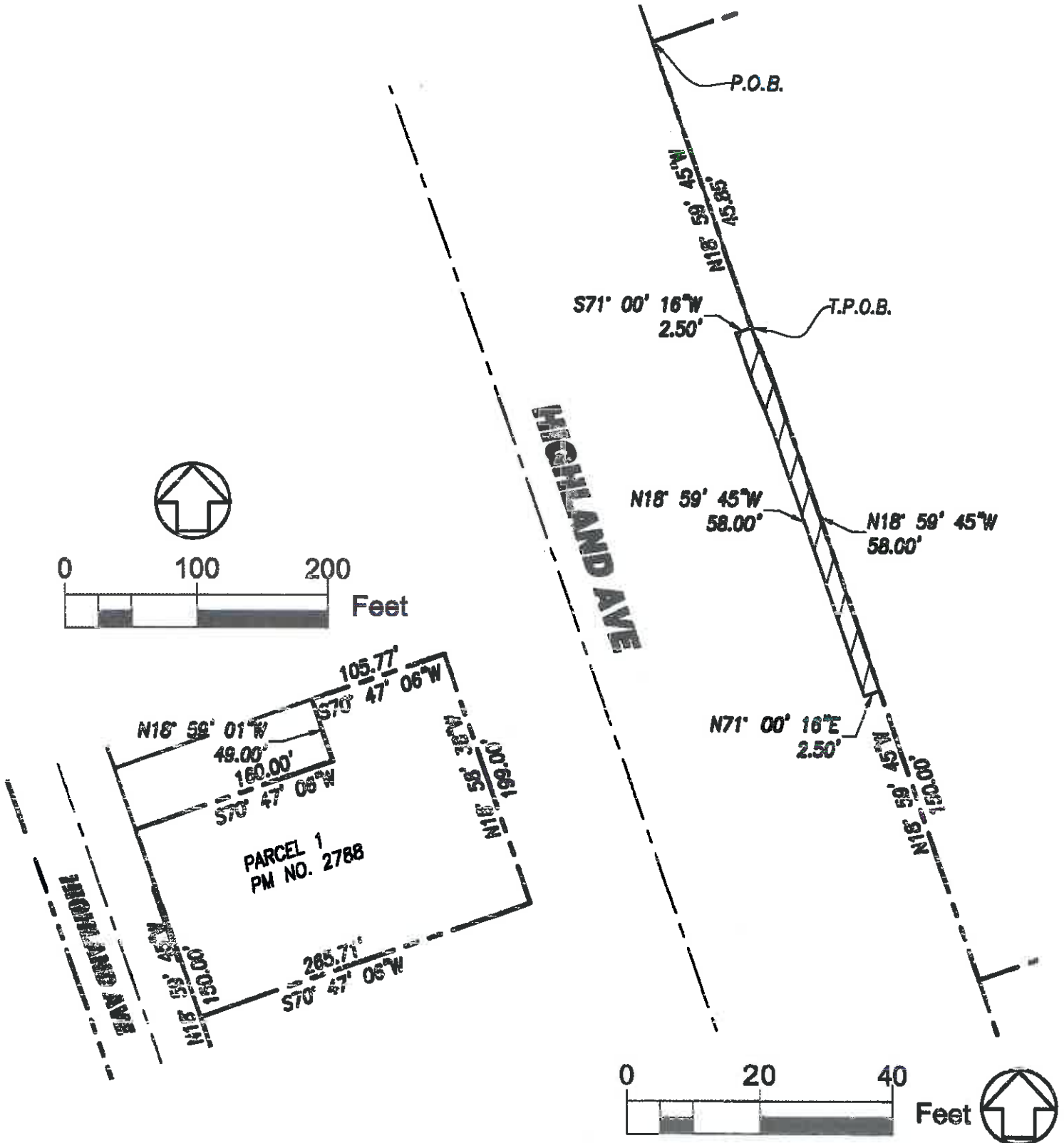
Prepared By: Mike R. Slater, P.L.S. 6706

Dated: June 12, 2017



ATTACHMENT "B"

Plat
Detail of Encroachment in Highland Avenue
APN 563-010-50
2525 Highland Avenue, National City, CA 91950



The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the issuance of a special driveway permit for the residential property located at 641 E. 5th Street. (Engineering/Public Works)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 1, 2017

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the issuance of a special driveway permit for the residential property located at 641 E. 5th Street.

PREPARED BY: Carla Hutchinson, Junior Engineer - Civil

PHONE: 619-336-4388

DEPARTMENT: Engineering/Public Works

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution authorizing the issuance of a special driveway permit for the residential property located at 641 E. 5th Street.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Explanation
2. Special Driveway Permit Request
3. Resolution

EXPLANATION

Chris Kennedy and Jessy Romero, property owners of a single family residential home located at 641 E. 5th Street, have requested a special driveway permit to construct a new driveway and apron to accommodate one off-street parking space. The property currently does not have a driveway. The owners have submitted plans for tenant improvements to the Building Department. The plans show construction of a new, 10-foot wide driveway with apron along the westerly property line. Since the driveway does not provide a minimum of 11 feet of clearance to the property line as required by National City Municipal Code Section 13.04.220.E, City Council resolution is required to authorize staff to process a special driveway permit.

Given the site constraints, there are no other feasible locations to construct a new driveway. The property owners submitted an application for a special driveway permit and paid the required application fee. See attached special driveway application with supporting documents.

Based on review of existing conditions, proposed improvements, City design standards for public works construction, and applicable sections of the municipal code, staff recommends the issuance of a special driveway permit.

Special Driveway
CDP Permit # 2017-2818

FEE \$368.00
Eng. #



City of National City
Engineering Department
1243 National City Boulevard National City, Ca, 91950

APPLICATION FOR SPECIAL DRIVEWAY PERMIT

Application Date: 7/17/17

Site Address: 641 E. 5TH ST. / NATIONAL CITY, CA. 91950

Owner's Name: CHRIS KENNEDY & JESSY ROMERO Phone: 858-692-1666
(JESSY)

Owner's Mailing Address: 641 E. 5TH ST. / NATIONAL CITY, CA. 91950

Site Classification (Check One)

☒ Residential

☐ Commercial

☐ Industrial

☐ Institutional

1. The City of National City has set forth driveway standards in the National City Municipal Code and has adopted the San Diego Regional Standard Drawings (SDRSD) for construction of driveways. Explain below how your driveway will differ from the City adopted standards?

THE PROPOSED DRIVEWAY'S WIDTH IS LESS THAN
THE REQUIRED STANDARDS. THIS IS DUE
TO A SMALL LOT W/ BUILDABLE AREA
HARDSHIP.

2. Special Driveway Permits are issued for the use and maintenance of a driveway that is designed to meet special needs or conditions that exist on site or in the right-of-way adjacent to the site. Explain these conditions.

THIS LOT IS EXTREMELY SMALL WITH BUILDABLE
AREA HARDSHIP IN DEPTH.

3. Attach copies of diagrams, drawings, photographs and other documents that show or further explain the existing conditions and proposed changes.

4. Provide the name, address and telephone number of the person(s) to have effective control over the design and installation of the special driveway.

SARAH ASCOLESE, 7290 NAVAJO RD., ST. 109, S.D., CA. 92119
CHRIS KENNEDY, 641 E. 5TH ST., NATIONAL CITY, CA. 91950

5. The following conditions shall apply:

- A. The application fee is nonrefundable. Payment of the application fee does not guarantee approval of the Special Driveway Permit.
- B. The Special Driveway Permit is a discretionary permit. The Special Driveway Permit does not authorize construction of a special driveway until the plans for the driveway have been approved by the City Engineer and a valid construction permit has been obtained.
- C. The City reserves the right to require the removal of the special driveway at any time.
- D. The City reserves the right to require the installation of signage, lights, mirrors, pavement markings, reflectors, bollards, barricades or other devices at anytime.
- E. The property owner is responsible for the design, installation and maintenance of the special driveway.

I Jessica Romero, the owner of the property referenced above, accept the conditions of this Special Driveway Permit listed above.

Jessica Romero
Signature of Owner

7/17/17
Date

FOR CITY USE

Planning Department

By: _____ Date: _____

Approved ☐ Approved with Conditions ☐ Denied ☐

Explanation _____

Building Department

By: _____ Date: _____

Approved ☐ Approved with Conditions ☐ Denied ☐

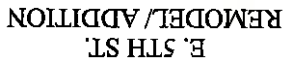
Explanation _____

Engineering Department

By: _____ Date: _____

Approved ☐ Approved with Conditions ☐ Denied ☐

Explanation _____

$1/16" = 1'-0"$ 

OWNER: CHRIS KENNEDY

[illegible]

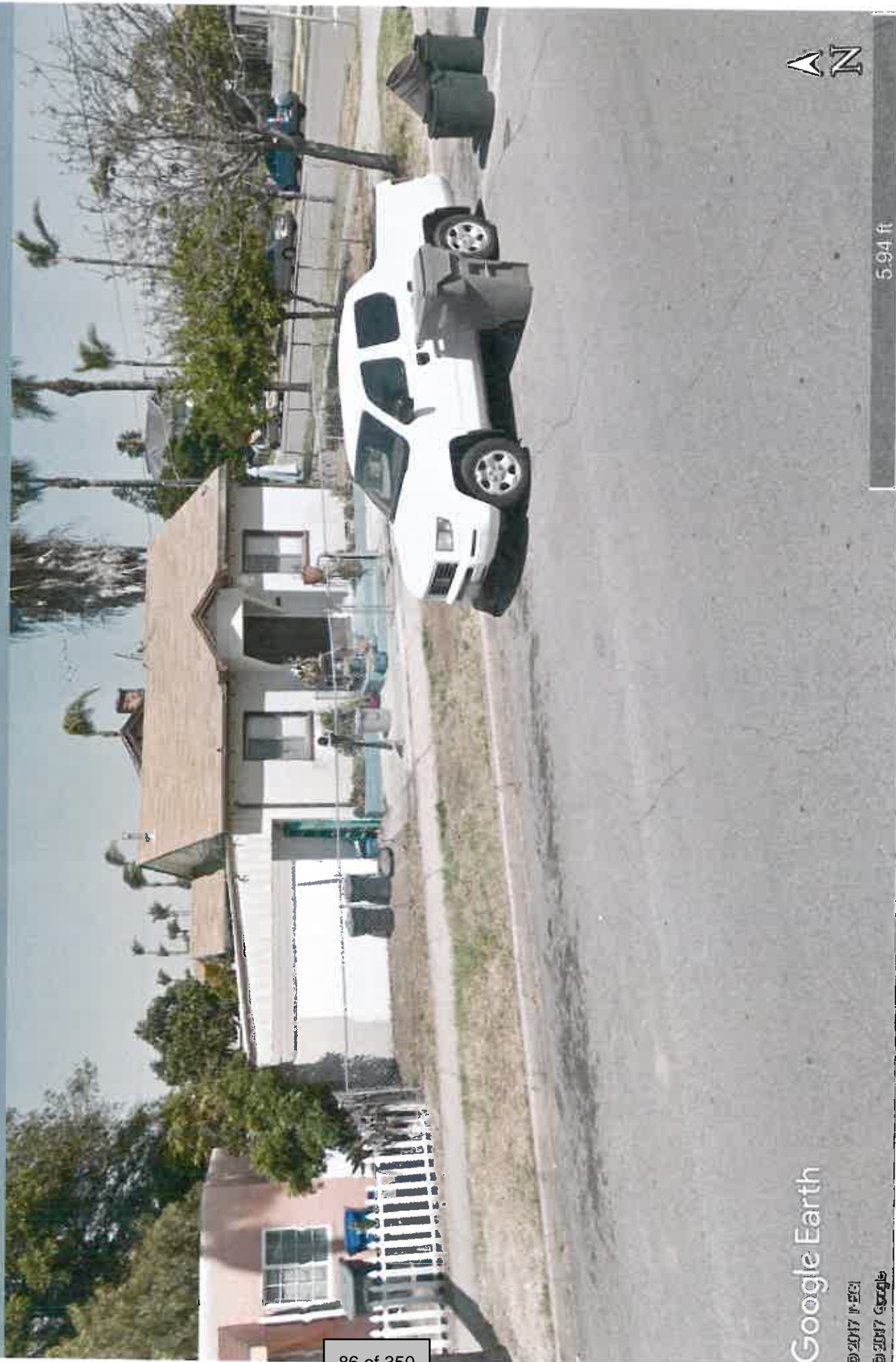
SHEET TITLE

SITE PLAN

T-1.0

641 E. 5th Street

Legend
📍 641 E 5th St



The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the installation of 16 feet of red curb “No Parking” on the east side of Highland Avenue, south of E. 28th Street, to enhance visibility and access from E. 28th Street onto Highland A

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 1, 2017

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of 16 feet of red curb "No Parking" on the east side of Highland Avenue, south of E. 28th Street, to enhance visibility and access from E. 28th Street onto Highland Avenue and ensure compliance with on-street parking design standards (TSC No. 2017-15).

PREPARED BY: Luca Zappiello, Civil Engineering Tech

PHONE: 619-336-4360

DEPARTMENT: Engineering/Public Works

APPROVED BY:

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt a Resolution authorizing installation of 16 feet of red curb "No Parking" on the east side of Highland Avenue, south of E. 28th Street, to enhance visibility and access from E. 28th Street onto Highland Avenue.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on June 14, 2017, the Traffic Safety Committee approved staff's recommendation to install 16 feet of red curb "No Parking" on the east side of Highland Avenue, south of E. 28th Street.

ATTACHMENTS:

1. Explanation w/ Exhibits
2. Staff Report to the Traffic Safety Committee on June 14, 2017 (TSC No. 2017-15)
3. Resolution

EXPLANATION

Mr. Ja'mmello Lewis, National City resident, has requested red curb "No Parking" on the east side of Highland Avenue, south of E. 28th Street, to enhance visibility and access. Mr. Lewis stated that recently there was an accident at the intersection of Highland Avenue and E. 28th Street. Mr. Lewis stated that when a vehicle is parked at the southeast corner of the intersection it is difficult to see northbound vehicles travelling on Highland Avenue, which presents a safety concern for drivers.

Staff performed a site evaluation. The posted speed limit for Highland Avenue is 35 mph. There is approximately 16 feet of unrestricted parking on the east side of Highland Avenue between E. 28th Street and the parking lot driveway to the south at 2801 Highland Avenue. The minimum length for an on-street parallel parking space is 20 feet. Staff agrees that red curb "No Parking" would enhance safety and visibility at the intersection. Staff also reviewed the traffic collision history for this location, which confirmed that there was one "reported" traffic collision within the past four years.

This item was presented to the Traffic Safety Committee on June 14, 2017. Letters were sent to Mr. Lewis and to the owner of 2801 Highland Avenue. Neither party attended the meeting.

The Traffic Safety Committee unanimously approved the staff recommendation to install red curb "No Parking" on the east side of Highland Avenue, south of E. 28th Street.

If approved by City Council, all work will be performed by City Public Works.

Location Map with Proposed Enhancements (TSC Item: 2017-15)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR JUNE 14, 2017**

ITEM NO. 2017-15

ITEM TITLE: **REQUEST TO INSTALL 16 FEET OF RED CURB "NO PARKING" ON THE EAST SIDE OF HIGHLAND AVENUE, SOUTH OF E. 28TH STREET, TO ENHANCE VISIBILITY AND ACCESS FROM E. 28TH STREET ONTO HIGHLAND AVENUE AND ENSURE COMPLIANCE WITH ON-STREET PARKING DESIGN STANDARDS.**

PREPARED BY: Luca Zappiello, Civil Engineering Technician
Engineering & Public Works Department

DISCUSSION:

Mr. Ja'mmello Lewis, has requested red curb "No Parking" on the east side of Highland Avenue, south of E. 28th Street, to enhance visibility and access. Mr. Lewis stated that recently, there was accident at the intersection between Highland Avenue and E. 28th Street. Mr. Lewis stated that when a vehicle is parked on the corner of the east side of Highland Avenue, south of E. 28th Street, it is difficult to see northbound vehicles travelling on Highland Avenue, which presents a safety concern for drivers.

Staff performed a site evaluation. The posted speed limit for Highland Avenue is 35 mph. There are approximately 16 feet of unrestricted parking spaces on the east side of Highland Avenue between the southeast corner/pedestrian ramp at Highland Avenue and E. 28th Street and the parking lot driveway at 2801 Highland Avenue. The minimum required length for an on-street parallel parking space is 18 feet. Staff agrees that red curb "No Parking" would enhance safety and visibility at the intersection.

Staff also reviewed the traffic collision history for this location, which confirmed there was one "reported" traffic collision within the past four years.

STAFF RECOMMENDATION:

Staff recommends the installation of 16 feet of red curb "No Parking" on the east side of Highland Avenue, south of E. 28th Street, to enhance visibility and access from E. 28th Street onto Highland Avenue and ensure compliance with on-street parking design standards.

If approved by City Council, all work will be performed by City Public Works.

EXHIBITS:

1. Public Request
2. Public Notice
3. Location Map
4. Photos

2017-15

Luca Zappiello

From: Ja'mmello Lewis < >
Sent: Thursday, April 27, 2017 4:58 PM
To: Stephen Manganiello
Subject: Re: Automatic reply: A curb need to be painted

Hello Mr. Manganiello,

I need your help. I recently had a accident in your district. There's a curb that need some attention, it's on the corner of 28th street and Highland ave right across from Sweetwater high school. When there's a vehicle park right at that corner you can't see cars going north on Highland ave. I don't want any drivers in your district to endure what I'm going through.

Thank you

On Apr 18, 2017 8:28 PM, "Stephen Manganiello" <SManganiello@nationalcityca.gov> wrote:

I will be out of the office Friday, April 14th through Tuesday, April 18th. Please contact [619-336-4380](tel:619-336-4380) for immediate assistance. Thank you.



June 8, 2017

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2017-15

REQUEST TO INSTALL 16 FEET OF RED CURB "NO PARKING" ON THE EAST SIDE OF HIGHLAND AVENUE, SOUTH OF E. 28TH STREET, TO ENHANCE VISIBILITY AND ACCESS FROM E. 28TH STREET ONTO HIGHLAND AVENUE AND ENSURE COMPLIANCE WITH ON-STREET PARKING DESIGN STANDARDS.

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, June 14, 2017, at 1:00 P.M.** in the 2nd Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2017-13.

Sincerely,

Stephen Manganiello
City Engineer

SM:lz

Enclosure: Location Map

2017-15

1234 National City Boulevard, National City, CA 91950-6530
(619) 336-4380 Fax (619) 336-4397 engineering@nationalcityca.gov

Location Map with Proposed Enhancements (TSC Item: 2017-15)





Location of proposed red curb "No Parking" on the east side of Highland Avenue, south of E. 28th Street (looking south)



Location of proposed red curb "No Parking" on the east side of Highland Avenue, south of E. 28th Street (looking east)

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the installation of 20 feet of red curb “No Parking” on the south side of E. 14th Street, west of Stancrest Lane, and 10 feet of red curb “No Parking” east of Stancrest Lane, to enhance

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 1, 2017

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of 20 feet of red curb "No Parking" on the south side of E. 14th Street, west of Stancrest Lane, and 10 feet of red curb "No Parking" east of Stancrest Lane, to enhance visibility and access from Stancrest Lane onto E. 14th Street (TSC No. 2017-16).

PREPARED BY: Luca Zappiello, Civil Engineering Tech

PHONE: 619-336-4360

DEPARTMENT: Engineering/Public Works

APPROVED BY: _____

EXPLANATION:

See attached.



FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt a Resolution authorizing installation of 20 feet of red curb "No Parking" on the south side of E. 14th Street, west of Stancrest Lane, and 10 feet of red curb "No Parking" east of Stancrest Lane.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on June 14, 2017, the Traffic Safety Committee approved staff's recommendation to install 20 feet of "No Parking" zone on the south side of E. 14th Str, west of Stancrest Lane, and 10 feet of "No Parking" zone east of Stancrest Lane

ATTACHMENTS:

1. Explanation w/ Exhibits
2. Staff Report to the Traffic Safety Committee on June 14, 2017 (TSC No. 2017-16)
3. Resolution

EXPLANATION

Phyllis C. Ocampo, resident of 1416 Stancrest Lane, has requested the installation of red curb "No Parking" on the south side of E. 14th Street, east and west of Stancrest Lane, to enhance visibility and access from Stancrest Lane onto E. 14th Street. Mrs. Ocampo expressed concerns about visibility issues at the intersection when vehicles park too close to the corners.

Staff performed a site evaluation. The prima facie speed limit on E. 14th Street is 25 mph. There is approximately 87 feet of unrestricted parking on the south side of E. 14th Street between Stancrest Lane and the residential driveway to the west at 2204 E. 14th Street. There is approximately 146 feet of unrestricted parking on the south side of E. 14th Street between Stancrest Lane and Orange Street to the east. Staff agrees that red curb "No Parking" would enhance safety and visibility at the intersection. Staff also reviewed the traffic collision history for the site, which confirmed that there were no "reported" traffic collisions within the past four years.

This item was presented to the Traffic Safety Committee on June 14, 2017. Letters were sent to area residents inviting them to attend the meeting. Mrs. Ocampo and her husband, Mr. Ocampo were present to speak on the item.

The Traffic Safety Committee unanimously approved the staff recommendation to install 20 feet of red curb "No Parking" on the south side of E. 14th Street, west of Stancrest Lane, and 10 feet of red curb "No Parking" east of Stancrest Lane, to enhance visibility and access from Stancrest Avenue onto E. 14th Street.

If approved by City Council, all work will be performed by City Public Works.

Location Map with Proposed Enhancements (TSC Item: 2017-16)



NATIONAL CITY TRAFFIC SAFETY COMMITTEE AGENDA REPORT FOR JUNE 14, 2017

ITEM NO. 2017-16

ITEM TITLE: REQUEST TO INSTALL 20 FEET OF RED CURB "NO PARKING" ON THE SOUTH SIDE OF E. 14TH STREET, WEST OF STANCREST LANE, AND 10 FEET OF RED CURB "NO PARKING" EAST OF STANCREST LANE, TO ENHANCE VISIBILITY AND ACCESS FROM STANCREST LANE ONTO E. 14TH STREET

PREPARED BY: Luca Zappiello, Civil Engineering Technician
Engineering & Public Works Department

DISCUSSION:

Phyllis C. Ocampo, resident of 1416 Stancrest Lane, has requested the installation of red curb "No Parking" on the south side of E. 14th Street, east and west of Stancrest Lane, to enhance visibility and access from Stancrest Lane onto E. 14th Street. Ms. Ocampo expressed concerns about visibility issues at the intersection when vehicles park too close to the corners.

Staff performed a site evaluation. The posted speed limit of E. 14th Street is 25 mph. There are approximately 87 feet of unrestricted parking spaces on the south side of E. 14th Street between the southwest corner at E. 14th Street and Stancrest Lane and the driveway at 2204 E. 14th Street. There are approximately 146 feet of unrestricted parking spaces on the south side of E. 14th Street between the southeast corner at E. 14th Street and Stancrest Lane and the southwest corner at E. 14th Street and Orange Street. Staff agrees that red curb "No Parking" would enhance safety and visibility at the intersection.

Staff also reviewed the traffic collision history for the site, which confirmed that there were no "reported" traffic collisions within the past four years.

Staff sent notices to area property owners and tenants, inviting them to attend the Traffic Safety Committee Meeting and/or contact staff with any questions.

STAFF RECOMMENDATION:

Staff recommends the installation of 20 feet of red curb "No Parking" on the south side of E. 14th Street, west of Stancrest Lane, and 10 feet of red curb "No Parking" east of Stancrest Lane, to enhance visibility and access from Stancrest Avenue onto E. 14th Street.

If approved by City Council, all work will be performed by City Public Works.

EXHIBITS:

1. Correspondence
2. Public Notice
3. Location Map
4. Photos

Luca Zappiello

From: Phyllis C. Ocampo < >
Sent: Monday, May 15, 2017 10:31 AM
To: Luca Zappiello
Cc: dariojr@cox.net
Subject: Traffic Safety Concern

Mr. Zappiello,

Re: Exit from Stancrest Lane to 14th Street

I want bring to your attention a traffic safety concern in our neighborhood that warrants close examination and a sound resolution. Stancrest Lane is a cul-de-sac and there is only one exit to 14th Street East and West. Due to the excessive number of vehicles parked on the south end of the street it has become difficult to see the vehicular traffic in either direction.

In the last 23 years I've noticed that businesses have multiplied in the nearby strip mall, and traffic has since multiplied as well. I believe that the traffic safety committee consider extending the red zones on both sides of the south section of 14th Street so the residents of Stancrest Lane will have better visibility when exiting.

I've had a couple of close calls when exiting in either direction so, your attention to this matter will be highly appreciated. I'm confident that upon careful examination, the committee will be able to provide us and our neighbors a safer and better visibility to exit Stancrest Lane

Thank you for your assistance.

Dario & Phyllis Ocampo
1416 Stancrest Lane
National City CA 91950



June 8, 2017

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2017-16

REQUEST TO INSTALL 20 FEET OF RED CURB "NO PARKING" ON THE SOUTH SIDE OF E. 14TH STREET, WEST OF STANCREST LANE, AND 10 FEET OF RED CURB "NO PARKING" EAST OF STANCREST LANE, TO ENHANCE VISIBILITY AND ACCESS FROM STANCREST LANE ONTO E. 14TH STREET

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, June 14, 2017, at 1:00 P.M.** in the 2nd Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2017-13.

Sincerely,

Stephen Manganiello
City Engineer

SM:iz

Enclosure: Location Map

2017-16

1234 National City Boulevard, National City, CA 91950-6530
(619) 336-4380 Fax (619) 336-4397 engineering@nationalcityca.gov

Location Map with Proposed Enhancements (TSC Item: 2017-16)





Location of proposed red curb "No Parking" on the south side of E 14th Street, west of Stancrest Lane (looking west)



Location of proposed red curb "No Parking" on the south side of E 14th Street, east of Stancrest Lane (looking east)

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing, 1) installation of 40 feet of red curb No Parking on the west side of Alston Avenue, north of Newberry Street; and 2) installation of yield control for the eastbound and westbound Ne

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 1, 2017

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing, 1) installation of 40 feet of red curb "No Parking" on the west side of Alston Avenue, north of Newberry Street; and 2) installation of yield control for the eastbound and westbound Newberry Street approaches to the intersection at Alston Avenue (TSC No. 2017-17).

PREPARED BY: Luca Zappiello, Civil Engineering Tech

PHONE: 619-336-4360

EXPLANATION:

See attached.

DEPARTMENT: Engineering/Public Works

APPROVED BY:



FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt Resolution authorizing, 1) installation of 40 feet of red curb "No Parking" on the west side of Alston Avenue, north of Newberry Street; and 2) installation of yield control on Newberry Street at the intersection of Alston Avenue.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on June 14, 2017, the Traffic Safety Committee approved staff's recommendation to install red curb "No Parking" on the west side of Alston Avenue and yield control on Newberry Street at the intersection of Alston Avenue.

ATTACHMENTS:

1. Explanation w/ Exhibits
2. Staff Report to the Traffic Safety Committee on June 14, 2017 (TSC No. 2017-17)
3. Resolution

EXPLANATION

Mr. Charles W. Brown, resident of 3303 Newberry Street, has requested red curb "No Parking" on the west side of Alston Avenue, north of Newberry Street. Mr. Brown stated that he encounters visibility issues when vehicles park at the northwest corner of the intersection of Newberry Street and Alston Avenue.

Staff performed a site evaluation. The prima facie speed limit on Alston Avenue is 25 mph. There is approximately 88 feet of unrestricted parking on the west side of Alston Avenue between Newberry Street and the residential driveway to the north at 3312 Stockman Street. Staff agrees that red curb "No Parking" would enhance safety and visibility at the intersection. Currently the intersection does not have Yield or Stop control. Staff also reviewed the traffic collision history for this location, which confirmed there was one "reported" traffic collision within the past four years.

In order to better facilitate traffic control at the intersection of Alston Avenue and Newberry Street, staff recommends installation of Yield signs and pavement markings. Section 2B-09 Yield Applications of the California Manual on Uniform Traffic Control Devices (CA-MUTCD) states that yield signs may be considered on the approaches to a through street or highway where conditions are such that a full stop is not always required. Field observations suggest this condition is met for the eastbound and westbound Newberry Street approaches (minor street) to the intersection with Alston Avenue (through street).

This item was presented to the Traffic Safety Committee on June 14, 2017. Letters were sent to area residents inviting them to attend the meeting. There were no residents in attendance at the meeting.

The Traffic Safety Committee approved staff's recommendation for the following traffic safety enhancements:

1. Install 40 feet of red curb "No Parking" on the west side of Alston Avenue, north of Newberry Street, to enhance visibility and access from Newberry Street onto Alston Avenue;
2. Install Yield control for the eastbound and westbound Newberry Street approaches (minor street) to the intersection with Alston Avenue (through street).

If approved by City Council, all work will be performed by City Public Works.

Location Map with Proposed Enhancements (TSC Item: 2017-17)



Traffic Control Improvements (TSC Item: 2017-17)



**NATIONAL CITY TRAFFIC SAFETY COMMITTEE
AGENDA REPORT FOR JUNE 14, 2017**

ITEM NO. 2017-17

ITEM TITLE: REQUEST TO INSTALL 40 FEET OF RED CURB "NO PARKING" ON THE WEST SIDE OF ALSTON AVENUE, NORTH OF NEWBERRY STREET AND INSTALL YIELD-CONTROL SIGNS FOR THE EASTBOUND AND WESTBOUND NEWBERRY STREET APPROACHES TO THE INTERSECTION AT ALSTON AVENUE.

PREPARED BY: Luca Zappiello, Civil Engineering Technician
Engineering & Public Works Department

DISCUSSION:

Mr. Charles W. Brown, resident of 3303 Newberry Street, has requested red curb "No Parking" on the west side of Alston Avenue, north of Newberry Street. Mr. Brown stated that he constantly encounters line-of-sight issues due to vehicles being parked on the corner of the west side of Alston Avenue, north of Newberry Street.

Staff performed a site evaluation. The posted speed limit along Alston Avenue is 25 mph. There are approximately 88 feet of unrestricted parking spaces on the west side of Alston Avenue between the northwest corner at Alston Avenue and Newberry Street and the driveway at 3312 Stockman Street. Staff agrees that red curb "No Parking" would enhance safety and visibility at the intersection. Currently the intersection does not have Yield or Stop signs.

Staff also reviewed the traffic collision history for this location, which confirmed there was one "reported" traffic collision within the past four years.

In order to better facilitate traffic control at the intersection of Alston Avenue and Newberry Street, staff recommends installation of Yield signs and pavement markings. Section 2B-09 Yield Applications of the California Manual on Uniform Traffic Control Devices (CA-MUTCD) states that yield signs may be considered on the approaches to a through street or highway where conditions are such that a full stop is not always required. Field observations suggest this condition is met for the eastbound and westbound Newberry Street approaches (minor street) to the intersection with Alston Avenue (through street).

STAFF RECOMMENDATION:

Staff recommends the following traffic safety enhancements:

1. Install 40 feet of red curb "No Parking" on the west side of Alston Avenue, north of Newberry Street to enhance visibility and access from Newberry Street onto Alston Avenue;

2. Install Yield control for the eastbound and westbound Newberry Street approaches (minor street) to the intersection with Alston Avenue (through street)

If approved by City Council, all work will be performed by City Public Works.

EXHIBITS:

1. Public Request
2. Public Notice
3. Location Map
4. Traffic Control Improvements Exhibit
5. Photos

2017-17



PUBLIC REQUEST FORM

Contact Information

Name:	Cherles W. Brown		
Address:	3303 Newberry Street		
Phone:		Email:	

Request Information

Location:	Intersection between Newberry St. and Alston Avenue		
Request:	Mr. Brown has requested red curb "No Parking" on the west side of Alston Avenue, north of Newberry Street because when vehicles park on the corner there are visibility issues.		
Attachments:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Description: _____

Internal Use Only:

Request Received By:	L. Zappiello		Date:	5/17/2017	
Received via:	<input checked="" type="checkbox"/> Counter/In-Person	<input type="checkbox"/> Telephone	<input type="checkbox"/> Email	<input type="checkbox"/> Fax	<input type="checkbox"/> Referral: _____
Assigned To:	L. Zappiello				
Notes:	_____				



June 8, 2017

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2017-17

REQUEST TO INSTALL 40 FEET OF RED CURB "NO PARKING" ON THE WEST SIDE OF ALSTON AVENUE, NORTH OF NEWBERRY STREET, TO ENHANCE VISIBILITY AND ACCESS FROM NEWBERRY STREET ONTO ALSTON AVENUE

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, June 14, 2017, at 1:00 P.M.** in the 2nd Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2017-13.

Sincerely,

Stephen Manganiello
City Engineer

SM:iz

Enclosure: Location Map

2017-17

1234 National City Boulevard, National City, CA 91950-6530
(619) 336-4380 Fax (619) 336-4397 engineering@nationalcityca.gov

Location Map with Proposed Enhancements (TSC Item: 2017-17)



Traffic Control Improvements (TSC Item: 2017-17)





Location of proposed red curb "No Parking" on the west side of Alston Ave, north of Newberry St (looking northwest)



Location of proposed red curb "No Parking" on the west side of Alston Ave, north of Newberry Street (looking north)

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the installation of a blue curb disabled persons parking space and 33 feet of red curb “No Parking” in front of the Pentecostal Missionary Church at 2410 E. 8th Street to enhance visi

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 1, 2017

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the installation of a blue curb disabled persons parking space and 33 feet of red curb "No Parking" in front of the Pentecostal Missionary Church at 2410 E. 8th Street to enhance visibility and safety for vehicles exiting the Church driveway onto E. 8th Street (TSC No. 2017-18).

PREPARED BY: Luca Zappiello, Civil Engineering Tech

PHONE: 619-336-4360

EXPLANATION:

See attached.

DEPARTMENT: Engineering/Public Works

APPROVED BY:



FINANCIAL STATEMENT:

ACCOUNT NO.

N/A

APPROVED: _____ **Finance**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt Resolution authorizing installation of a blue curb disabled persons parking space and 33 feet of red curb "No Parking" in front of the Pentecostal Missionary Church at 2410 E. 8th Street.

BOARD / COMMISSION RECOMMENDATION:

At their meeting on June 14, 2017, the Traffic Safety Committee approved staff's recommendation to install a blue curb disabled persons parking space and 33 feet of red curb "No Parking" in front of the Pentecostal Missionary Church.

ATTACHMENTS:

1. Explanation w/ Exhibits
2. Staff Report to the Traffic Safety Committee on June 14, 2017 (TSC No. 2017-18)
3. Resolution

EXPLANATION

Mr. Joven Alonzo, representative of the Pentecostal Missionary Church located at 2410 E. 8th Street, has requested the installation of a blue curb disabled persons parking space and red curb "No Parking" in front of the Church. Mr. Alonzo stated that the red curb is necessary to enhance visibility and safety for vehicles exiting the private parking lot of the Church onto E. 8th Street. Mr. Alonzo stated that the blue curb disabled persons parking space would allow disabled persons to park closer to the entrance of the Church.

Staff performed a site evaluation. The posted speed limit on E. 8th Street is 35 mph. The slope of E. 8th Street in front of the Church is approximately 2%. The length of available on-street parallel parking in front of the Church is 53 feet, which allows for two parking spaces. Staff agrees that red curb "No Parking" would enhance visibility and safety at the Church driveway. Installation of 33 feet of red curb "No Parking" at this location would result in the loss of one, on-street parallel parking space.

The Church has a private parking lot around the building with approximately twenty-five parking spaces, including one disabled persons parking space. The City Council Disabled Persons Parking Policy allows for the designation of on-street parking spaces for disabled persons adjacent to public facilities such as schools, churches and libraries.

This item was presented to the Traffic Safety Committee on June 14, 2017. Letters were sent to Mr. Alonzo and to Pentecostal Missionary Church inviting them to attend the meeting. Mr. Alonzo was present and spoke in support of the item.

The Traffic Safety Committee approved staff's recommendation for the following traffic safety enhancements:

1. Install one, 20-foot long blue curb disable persons parking space with sign in front of the Church;
2. Install 33 feet of red curb "No Parking" on the south side of E. 8th Street in front of the Church to enhance visibility and safety for vehicles exiting the Church driveway onto E. 8th Street.

If approved by City Council, all work will be performed by City Public Works.

Location Map with Proposed Enhancements (TSC Item: 2017-18)



NATIONAL CITY TRAFFIC SAFETY COMMITTEE AGENDA REPORT FOR JUNE 14, 2017

ITEM NO. 2017-18

ITEM TITLE: **REQUEST TO INSTALL A BLUE CURB DISABLED PERSONS PARKING SPACE AND 33 FEET OF RED CURB "NO PARKING" IN FRONT OF THE PENTECOSTAL MISSIONARY CHURCH TO IMPROVE VISIBILITY AND ENHANCE SAFETY FOR VEHICLES EXITING FROM THE CHURCH ONTO E. 8TH STREET**

PREPARED BY: Luca Zappiello, Civil Engineering Technician
Engineering & Public Works Department

DISCUSSION:

Joven Alonzo, representative of the Pentecostal Missionary Church (Church) has requested the installation of a blue curb disabled persons parking space and red curb "No Parking" in front of the Church. Mr. Alonzo stated that the red curb is necessary to improve visibility and enhance safety for vehicles exiting the private parking lot of the Church onto E. 8th Street. Mr. Alonzo stated that the blue curb disabled persons parking space is necessary for people with disabilities so that they may park closer to the entrance of the Church.

Staff performed a site evaluation. The posted speed limit is 35 mph. The slope of E. 8th Street in front of the Church is approximately 2%. Staff measured the length of available on-street parking in front of the Church. The length of available on-street parallel parking in front of the Church is 53 feet, which allows for two parking spaces. Staff agrees that red curb "No Parking" would enhance safety and visibility at the intersection. Installation of 33 feet of red curb "No Parking" at this location would result in the loss of one, on-street parallel parking space.

The Church has a private parking lot around the building with approximately twenty-five parking spaces, including one disabled persons parking space. The City Council Disabled Persons Parking Policy allows for the designation of on-street parking spaces for disabled persons adjacent to public facilities such as schools, churches and libraries.

It shall be noted that disabled parking spaces do not constitute "personal reserved parking" and that any person with valid "disabled persons" license plate or placard may park in handicap spaces.

STAFF RECOMMENDATION:

Staff recommends the following actions:

- Install one, 20-foot long blue curb disabled persons parking space in front of the Pentecostal Missionary Church;

- Install 33 feet of red curb "No Parking" on the south side of E. 8th Street in front of the Pentecostal Missionary Church to improve visibility and enhance safety for vehicles exiting from the Church onto E. 8th Street.

If approved by City Council, all work will be performed by City Public Works.

EXHIBITS:

1. Public Request
2. Public Notice
3. Location Map
4. Photos

2017-18



PUBLIC REQUEST FORM

Contact Information

Name: Joven Alonzo (Pentecostal Missionary Church of Christ)
Address: 2410 E. 8th Street, National City, CA 91950
Phone: _____ Email: _____

Request Information

Location: 2410 E. 8th Street, National City, CA 91950
Request: to install a blue curb disabled persons parking space
and red curb "No Parking" in front of the Pentecostal Missionary
Church.

Attachments: ☐ Yes ☐ No Description: _____

Internal Use Only:

Request Received By: L. Zappiello Date: 3/20/2017
Received via: ☒ Counter/In-Person ☐ Telephone ☒ Email ☐ Fax ☐ Referral: _____
Assigned To: L. Zappiello
Notes: _____



June 8, 2017

Resident/Property Owner

Subject: TRAFFIC SAFETY COMMITTEE (TSC) ITEM NO. 2017-18

REQUEST TO INSTALL A BLUE CURB DISABLED PERSONS PARKING SPACE AND 33 FEET OF RED CURB "NO PARKING" IN FRONT OF THE PENTECOSTAL MISSIONARY CHURCH TO IMPROVE VISIBILITY AND ENHANCE SAFETY FOR VEHICLES EXITING FROM THE CHURCH ONTO E. 8TH STREET

Dear Sir/Madame:

The City of National City would like to invite you to our next public Traffic Safety Committee Meeting scheduled for **Wednesday, June 14, 2017, at 1:00 P.M.** in the 2nd Floor Large Conference Room of the Civic Center Building, 1243 National City Boulevard, to discuss the above-referenced item.

If you have any questions, comments, and/or concerns, please contact the Engineering Department at 619-336-4380 and reference Traffic Safety Committee Item Number 2017-13.

Sincerely,

Stephen Manganiello
City Engineer

SM:lz

Enclosure: Location Map

2017-18

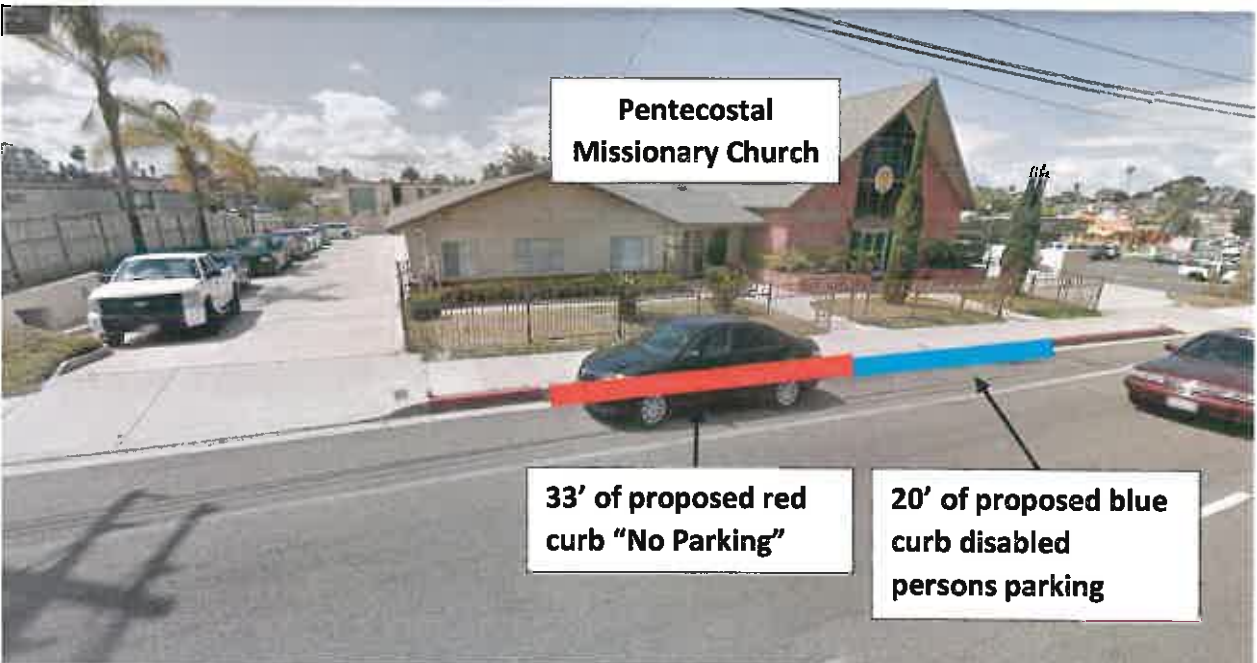
1234 National City Boulevard, National City, CA 91950-6530
(619) 336-4380 Fax (619) 336-4397 engineering@nationalcityca.gov

Location Map with Proposed Enhancements (TSC Item: 2017-18)





Location of proposed blue curb disabled parking and red curb "No Parking" on the south side of E 8th St. (looking west)



Location of proposed blue curb disabled parking and red curb "No Parking" on the south side of E 8th St (looking south)

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the establishment of an appropriation and corresponding revenue budget in the amount of \$2,500 from SDG&E's 2017 SAFE San Diego Initiative through the Burn Institute, a 501(c)(3) non-

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 1, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the establishment of an appropriation and corresponding revenue budget in the amount of \$2,500 from SDG&E's 2017 SAFE San Diego Initiative through the Burn Institute, a 501(c)(3) non-profit organization, for the National City Community Emergency Response Team (CERT) to recruit, administer, and promote CERT training in National City. (Fire)

PREPARED BY: Frank Parra

PHONE: 619-336-4551

DEPARTMENT: Fire

APPROVED BY: 

EXPLANATION:

Through SDG&E's 2017 SAFE San Diego Initiative, SDG&E will award funds to more than 80 non-profit organizations, to support local emergency preparedness, safety, and disaster response programs. SDG&E has provided a check in the amount of \$2,500 to the Burn Institute, which is a 501(c)(3) non-profit organization, who is serving as National City CERT's fiscal agent to provide the grant funds. This grant would allow the National City CERT to recruit new CERT members, administer the CERT program, and promote disaster preparedness training through the National City CERT Program. Staff recommends the establishment of an appropriation and corresponding revenue budget in the amount of \$2,500.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO. Ex. 282-412-912-355-0000 / Rev. 282-12912-3498 **APPROVED:** MIS

No negative impact.

ENVIRONMENTAL REVIEW:

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Approve the Resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Resolution

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City waiving the bidding process based on special circumstances, and authorizing the Mayor to execute an Agreement with Day Wireless Systems, in an amount not to exceed \$44,341, to provide maintenance

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 1, 2017

AGENDA ITEM NO. _____

ITEM TITLE:

Resolution of the City Council of the City of National City waiving the bidding process based on special circumstances, and authorizing the Mayor to execute an Agreement with Day Wireless Systems, in an amount not to exceed \$44,341, to provide maintenance, service and installation of the City's radio communications equipment, maintain infrastructure for mobile and portable radios, on call services and other projects as needed from July 1, 2017 through June 30, 2018 with the option of three (3) one year extensions.

PREPARED BY: Jose Tellez

DEPARTMENT: Police

PHONE: Ext. 4513

APPROVED BY: 

EXPLANATION:

It is requested that Council waive the formal bidding requirements as allowed in Section 12 of the Purchasing Ordinance and in Section 2.60.220 of the National City Municipal Code provides that the requirements of formal bidding may be disposed with when the City Council determines that due to special circumstances, it is in the City's best interest to purchase a commodity or enter into a contract without compliance with the bidding procedure, or when a particular type or make of commodity or equipment has been standardized by the City by order of the City Manager or City Council. Day Wireless has maintained and serviced the City's two-way radio communications equipment, installed and relocated cabling, installed modems, maintained the infrastructure on site for the City's mobile and portable radios, installed radio equipment to include bi-directional antennas, radio antennas, modem installations, relocated antenna cables, and provided preventative maintenance on City radios and public safety radios. Since 1999, Day Wireless has been the certified Motorola vendor for the Regional Communications System (RCS) that provides regional service and discounted pricing to the City of National City.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO. _____

APPROVED: _____ MIS

Amounts are budgeted in respective departments and cannot exceed the following:

Police Department - \$26,352.00 001-411-000-287-0000

Police Department - \$10,000.00 001-411-000-299-0000

Fire Department - \$7,989.00 – 001-412-125-287-0000 & 001-412-125-299-0000

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: ☐ **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the Resolution

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Day Wireless Agreement

**AGREEMENT
BY AND BETWEEN
THE CITY OF NATIONAL CITY
AND
DAY MANAGEMENT CORP
dba DAY WIRELESS SYSTEMS**

THIS AGREEMENT is entered into on this 18 day of July, 2017, by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and DAY MANAGEMENT, CORP., a California corporation, dba DAY WIRELESS SYSTEMS, (the "CONSULTANT").

RECITALS

WHEREAS, the CITY desires to employ a CONSULTANT to provide maintenance, service, and installation of the CITY'S radio communications equipment, maintain infrastructure for mobile and portable radios, and provide on call services for the City of National City Police Department and the Fire Department .

WHEREAS, the CITY has determined that the CONSULTANT is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. **ENGAGEMENT OF CONSULTANT.** The CITY agrees to engage the CONSULTANT to provide maintenance, service, and installation of the CITY'S radio communications equipment, maintain infrastructure for mobile and portable radios, and provide on call services for the Police Department and the Fire Department for the City of National City, and the CONSULTANT agrees to perform the services set forth here in accordance with all terms and conditions contained herein.

The CONSULTANT represents that all services shall be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.

2. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on July 1, 2017. The duration of this Agreement is for the period of July 1, 2017 through June 30, 2018. Completion dates or time durations for specific portions of the project are partially set forth in Exhibits "A" and "B". This Agreement may be extended by mutual agreement upon the same terms and conditions for three additional one (1) year terms. Any extension of this Agreement must be approved in writing by the City Manager.

3a. **SCOPE OF SERVICES – POLICE DEPARTMENT.** The CONSULTANT will perform maintenance of radio equipment as set forth in the attached Exhibits "A". POLICE DEPARTMENT also will have CONSULTANT perform installations such as radio installations, cabling, modem installations and antenna installations as directed by the POLICE

DEPARTMENT, and other projects as directed by the CHIEF OF POLICE up to (\$10,000.00). To the extent any term in Exhibit "A" conflicts with the term of this Agreement, the Agreement shall control. Contract excludes coverage of antennas, batteries, cables, programming, physical abuse and water/chemical damage.

3b. **SCOPE OF SERVICES – FIRE DEPARTMENT.** The CONSULTANT will perform maintenance of equipment as set forth in Exhibit "B". To the extent any term in Exhibit "B" conflicts with the term of this Agreement, the Agreement shall control.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONSULTANT shall appear at meetings when requested by the CITY to keep staff and City Council advised of the progress on the project.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

4. **PROJECT COORDINATION AND SUPERVISION.** The Operations Support Lieutenant hereby is designated as the Project Coordinator for the POLICE DEPARTMENT and Jason Matlock and Michael Lafrenere hereby are designated as the Project Coordinators for the FIRE DEPARTMENT and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Amador Macias thereby is designated as the Project Director for the CONSULTANT.

5. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed \$26,352.00 (POLICE) for the term of this Agreement, and up to Ten Thousand Dollars (\$10,000.00) for additional parts, installations, services and equipment as set forth in Section 3a of the Agreement (Scope of Services-Police Department) during the term of the Agreement. Quarterly invoices shall be paid in the amount of \$6,588.00

The compensation for the CONTRACTOR for the FIRE DEPARTMENT shall not exceed \$7,989.00. This not to exceed amount includes the specific scope of services set forth in Exhibit "B". Monthly invoices shall be paid in the amount of \$665.75.

Quarterly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A and B", as determined by the CITY.

The CONSULTANT shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred, and shall make such materials available at its office at all reasonable times during the term of this Agreement and for

three (3) years from the date of final payment under this Agreement, for inspection by the CITY, and for furnishing of copies to the CITY, if requested.

6. **ACCEPTABILITY OF WORK.** The CITY shall decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the acceptable completion of this Agreement, and the amount of compensation due. In the event the CONSULTANT and the CITY cannot agree to the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT in this Agreement, the CITY or the CONSULTANT shall give to the other written notice. Within ten (10) business days, the CONSULTANT and the CITY shall each prepare a report which supports their position and file the same with the other party. The CITY shall, with reasonable diligence, determine the quality or acceptability of the work, the manner of performance and/or the compensation payable to the CONSULTANT.

7. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications, and other documents prepared by the CONSULTANT for this project, whether paper or electronic, shall become the property of the CITY for use with respect to this project, and shall be turned over to the CITY upon completion of the project, or any phase thereof, as contemplated by this Agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY, and CONSULTANT thereby expressly waives and disclaims any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this Agreement, except upon the CITY'S prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium, or method utilize the CONSULTANT'S written work product for the CITY'S purposes, and the CONSULTANT expressly waives and disclaims any residual rights granted to it by Civil Code Sections 980 through 989 relating to intellectual property and artistic works.

Any modification or reuse by the CITY of documents, drawings, or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14, but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of Services of this project, unless otherwise mutually agreed.

8. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither the CONSULTANT nor the CONSULTANT'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation

and competence of the CONSULTANT and its employees. Neither this Agreement nor any interest herein may be assigned by the CONSULTANT without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or SUBCONSULTANTS, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its SUBCONSULTANT(S) shall require the SUBCONSULTANT(S) to adhere to the applicable terms of this Agreement.

9. **CONTROL.** Neither the CITY nor its officers, agents, or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT'S employees, except as herein set forth, and the CONSULTANT or the CONSULTANT'S agents, servants, or employees are not in any manner agents, servants, or employees of the CITY, it being understood that the CONSULTANT its agents, servants, and employees are as to the CITY wholly independent CONSULTANT, and that the CONSULTANT'S obligations to the CITY are solely such as are prescribed by this Agreement.

10. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of National City, whether now in force or subsequently enacted. The CONSULTANT and each of its SUBCONSULTANT(S), shall obtain and maintain a current City of National City business license prior to and during performance of any work pursuant to this Agreement.

11. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

12. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT'S employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this Agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT'S professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all

products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-section will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY'S later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

13. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

14. **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 14, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 15.

15. **INDEMNIFICATION AND HOLD HARMLESS.** The CONSULTANT agrees to defend, indemnify and hold harmless the City of National City, its officers, officials, agents, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the CONSULTANT'S performance or other obligations under this Agreement; provided, however,

that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, employees or volunteers. CITY will cooperate reasonably in the defense of any action, and CONSULTANT shall employ competent counsel, reasonably acceptable to the City Attorney.

The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

16. **WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments thereto; and all similar State or federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, employees, and volunteers from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.

17. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its SUBCONSULTANT(S), when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. ☐ If checked, **Professional Liability Insurance** (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of either \$2,000,000 per occurrence and \$4,000,000 aggregate, or \$1,000,000 per occurrence and \$2,000,000 aggregate with a \$2,000,000 umbrella policy, covering all bodily injury and property damage arising out of its operations, work, or performance under this Agreement. The policy shall name the CITY and its officers, agents, employees, and volunteers as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location". The "project" or "location" should be noted with specificity on an endorsement that shall be incorporated into the policy.

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of CONSULTANT'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the CITY. Said endorsement shall be provided prior to commencement of work under this Agreement.

If CONSULTANT has no employees subject to the California Workers' Compensation and Labor laws, CONSULTANT shall execute a Declaration to that effect. Said Declaration shall be provided to CONSULTANT by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, officials, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY's Risk Manager, at the address listed in subsection G below, of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

G. The Certificate Holder for all policies of insurance required by this Section shall be as follows:

City of National City
c/o Risk Manager
1243 National City Boulevard
National City, CA 91950-4397.

H. Insurance shall be written with only insurers authorized to conduct business in California that hold a current policy holder's alphabetic and financial size category rating of not less than A:VII according to the current Best's Key Rating Guide, or a company of equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

I. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the CONSULTANT does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

J. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

K. If the CONSULTANT maintains broader coverage or higher limits (or both) than the minimum limits shown above, the CITY requires and shall be entitled to the broader coverage or higher limits (or both) maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

18. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorneys' fees.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not

be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

19. TERMINATION.

A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to the CONSULTANT. During said 60-day period the CONSULTANT shall perform all services in accordance with this Agreement.

B. This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement, misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT'S breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 7.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

20. NOTICES. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service, (iv) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or (v) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

TO CITY:

Chief of Police
City of National City

Director of Emergency Services
City of National City

1243 National City Boulevard
National City, CA 91950-4397

1243 National City Boulevard
National City, CA 91950-4397

TO CONSULTANT:

Day Wireless Systems
8300 Juniper Creek Lane Suite 100
San Diego, CA 92126-1072

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent. Any notice, request, demand, direction or other communication sent by cable, telex, telecopy, facsimile or fax must be confirmed within forty-eight (48) hours by letter mailed or delivered as specified in this Section.

21. CONFLICT OF INTEREST AND POLITICAL REFORM ACT
OBLIGATIONS. During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the City of National City. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the National City Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

☐ If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the National City Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the City of National City in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

The CONSULTANT shall be strictly liable to the CITY for all damages, costs or expenses the CITY may suffer by virtue of any violation of this Section 21 by the CONSULTANT.

22. PREVAILING WAGES. State prevailing wage rates may apply to work performed under this Agreement. State prevailing wages rates apply to all public works contracts as set forth in California Labor Code, including but not limited to, Sections 1720, 1720.2, 1720.3, 1720.4, and 1771. Consultant is solely responsible to determine if State prevailing wage rates apply and, if applicable, pay such rates in accordance with all laws, ordinances, rules, and regulations.

23. MISCELLANEOUS PROVISIONS.
A. Computation of Time Periods. If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date

shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state, or legal holiday.

B. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. Captions. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. Exhibits and Schedules. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes. To the extent any exhibits, schedules, or provisions thereof conflict or are inconsistent with the terms and conditions contained in this Agreement, the terms and conditions of this Agreement shall control.

F. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. Audit. If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

K. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

L. Subcontractors or Subconsultants. The CITY is engaging the services of the CONSULTANT identified in this Agreement. The CONSULTANT shall not subcontract any portion of the work, unless such subcontracting was part of the original proposal or is allowed by the CITY in writing. In the event any portion of the work under this Agreement is subcontracted, the subconsultant(s) shall be required to comply with and agree to, for the benefit of and in favor of the CITY, both the insurance provisions in Section 17 and the indemnification and hold harmless provision of Section 15 of this Agreement.

M. Construction. The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party

has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF NATIONAL CITY

**DAY MANAGEMENT, CORP.
DBA DAY WIRELESS SYSTEMS**

(Corporation – signatures of two corporate officers required)

By: _____
Ron Morrison, Mayor

By: 
(Name)

Amador Macias
(Print)

APPROVED AS TO FORM:

Angil P. Morris-Jones
City Attorney

Service Manager
(Title)

By: _____
Nicole Pedone
Senior Assistant City Attorney

By: 
(Name)

FERNANDO HERNANDEZ
(Print)

ASST. SERVICE MANAGER
(Title)

dba: Day Wireless Systems
8300 Juniper Creek Lane STE 100
San Diego, CA 92126
858-537-0709 Fax: 858-537

DATE 6/5/2017



CUSTOMER #: NAT140

ATTN: Accounts Payable

CUSTOMER/AGREEMENT: 4565-00

BILLING ADDRESS: 1243 National City Blvd.

CUSTOMER CONTACT: Bridget Gregory bgregory@nationalcityca.gov

CITY: National City **Zip** 91950

TELEPHONE / FAX #: 619-336-4509/619-336-4525

CONTRACT START DATE:

AUTO RENEWAL:

EXPIRATION DATE:

7/1/2017

YES ☐ NO ☒

6/30/2018

WHEN THIS AGREEMENT IS ACCEPTED BY DAY WIRELESS SYSTEMS, THE EQUIPMENT ON THE CUSTOMER/AGREEMENT ORDER REFERENCED ABOVE WILL BE SERVICED BY DAY WIRELESS SYSTEMS IN ACCORDANCE WITH THE TERMS AND CONDITIONS PRINTED ON ATTACHMENT.

THIS AGREEMENT DOES NOT INCLUDE REPLACEMENT OF ANTENNAS, BATTERIES, OR SERVICE OF ANY TRANSMISSION LINE, ANTENNA, TOWER OR TOWER LIGHTING UNLESS SUCH WORK IS DESCRIBED BELOW

		PLACE OF SERVICE			MONTHLY SVC AMOUNT	
	MODEL NUMBER/SERIAL NUMBER/DESCRIPTION	CUSTOMER LOCATION	SVC CTR DRIVE-IN	SVC CTR MAIL-IN		
QTY					PER UNIT	EXTENDED
3	Mobile Control Stations*	X			9.00	27.00
3	Reomote Op Positions*	X			90.00	270.00
1	Spectra Consolette Existing*	X			25.00	25.00
1	Ethernet Router*	X			15.00	15.00
1	Ethernet Switch*	X			15.00	15.00
1	Tensor Channel Bank*	X			32.00	32.00
9	XTL5000 Consolettes*	X			9.00	81.00
3	BDA	X			25.00	75.00
15	Astro Mobiles	X			8.00	120.00
16	XTS3000 Portables	X			10.00	160.00
80	XTS5000 Portables	X			8.00	640.00
33	XTS2500 Portables	X			8.00	264.00
56	Astro Mobiles	X			8.00	448.00
3	Moto Astros	X			8.00	24.00
					Totals for page 1	

SPECIAL INSTRUCTIONS:

HOURS OF SERVICE: 8:00 AM TO 4:30 PM Monday thru Friday excluding weekends and holidays.

An annual preventative maintenance inspection is included in this contract and is to be scheduled by a representative of National City Police Department.

This contract includes all parts and labor with the exception of antennas, batteries, cables, programming, physical abuse and water/cheemical damage.

*Denotes that this equipment is covered under 24/7/365.

Contract included pick up and delivery of portables.

<input checked="" type="checkbox"/> NEW AGREEMENT	<input type="checkbox"/> ADJUSTMENT AGREEMENT#
---	--

Additional terms, definitions and conditions of this SERVICE AGREEMENT are printed on page 2.

PURCHASE NUMBER

PAYMENT CYCLE:

TAX EXEMPT:

☐ ANNUALLY
☐ SEMI-ANNUALLY
☒ QUARTERLY
☐ MONTHLY
☐ OTHER (SPECIFY)

☐ YES, ATTACH EXEMPT
CERTIFICATE

☒ NO

Totals for page 1	
TOTAL PER MONTH	\$2,196.00
TAXES	\$0.00
TOTAL	\$6,588.00

THE ABOVE SERVICE AMOUNT
IS SUBJECT TO STATE & LOCAL
TAXING JURISDICTIONS, TO BE
VERIFIED BY DAY WIRELESS.

AUTHORIZED CUSTOMER (SIGNATURE)

DATE:

SERVICE REPRESENTATIVE (SIGNATURE)

DATE:

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City ratifying and authorizing the acceptance of the 2016 Citizens Option for Public Safety (COPS) Program grant in the amount of \$100,000.00 to purchase police radios, Panasonic Toughbook computers,

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 1, 2017

AGENDA ITEM NO. _____

ITEM TITLE:

Resolution of the City Council of the City of National City ratifying and authorizing the acceptance of the 2016 Citizens' Option for Public Safety (COPS) Program grant in the amount of \$100,000.00 to purchase police radios, Panasonic Toughbook computers, Tasers, police service helmets, capitol project that supports front line police services, pepperball launchers, and other essential police equipment as needed and to ratify and authorize the establishment of an appropriation and corresponding revenue budget in the amount of the grant within the Supplemental Law Enforcement Services Fund (SLESF).

PREPARED BY: Jeff Etzler, Police Sergeant

DEPARTMENT: Police

PHONE: (619) 336-4437

APPROVED BY: 

EXPLANATION:

The County of San Diego notified the City of National City that it has awarded \$100,000.00 in grant funding via the FY 2016/17 SLESF/COPS Program for frontline municipal police services. The City is not required to allocate any up-front costs or matching funds in order to receive the funds. Therefore, there is no impact to the general fund.

FINANCIAL STATEMENT:

ACCOUNT NO. Revenue Fund: 208-00000-3463
Expenditure Fund: 208-411-918-various

APPROVED:  Finance

APPROVED: _____ MIS

This Program does not require a match or in-kind contribution; therefore there is no impact to the general fund.

ENVIRONMENTAL REVIEW:

Not Applicable

ORDINANCE: INTRODUCTION: ☐ FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Staff recommends that the City Council adopt the resolution.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

NCPD award letter and monthly disbursement from County of San Diego, dated June 12, 2017
Prior Resolution No. 2016 - 23



County of San Diego

TRACY M. SANDOVAL
DEPUTY CHIEF ADMINISTRATIVE OFFICER/
AUDITOR AND CONTROLLER
(619) 531-5413
FAX: (619) 531-5219

FINANCE & GENERAL GOVERNMENT GROUP
1600 PACIFIC HIGHWAY, SUITE 100, SAN DIEGO, CA 92101-2422

June 12, 2017

Leslie Deese, City Manager
City of National City
1243 National City Boulevard
National City, CA 91950-4301

Dear Ms. Deese:

FISCAL YEAR 2016/17 CITIZEN'S OPTION FOR PUBLIC SAFETY (COPS) PROGRAM FUNDING

The County of San Diego received an allocation for the April COPS funding in the Enhancing Law Enforcement Activities Subaccount within the Local Revenue Fund 2011. Pursuant to section 30061 of the Government Code, National City's proportionate share for the fiscal year is \$100,000.

Enclosed is a warrant of \$20,000 for the month of April. The legislation requires the money to be deposited in the City's Supplemental Law Enforcement Services Account (SLESA).

If you have any questions, please contact Adaoha Agu at (858) 694-2129.

Sincerely,

BLANCA L. MILLER, Manager
Projects, Revenue and Grants Accounting

PRGA:BM:koa

Enclosure

RECEIVED

JUN 14 2017

CITY OF NATIONAL CITY
CITY MANAGER'S OFFICE

ASSESSOR/RECORDER/COUNTY CLERK
AUDITOR AND CONTROLLER
CHIEF ADMINISTRATIVE OFFICE
CIVIL SERVICE COMMISSION

CLERK OF THE BOARD
COUNTY COMMUNICATIONS OFFICE
COUNTY COUNSEL
COUNCIL OFFICE

GRAND JURY
HUMAN RESOURCES
RETIREMENT ASSOCIATION
TREASURER-TAX COLLECTOR



County of San Diego
1600 Pacific Highway
San Diego, CA 92101-2478

Wells Fargo Bank Ohio, N.A.
155 Hospital Drive
Van Wert, OH 45891

56-382/412

Warrant No.
6382471

Date of Issue : 06/09/2017

The Treasurer
Will Pay

Twenty Thousand Dollars And Zero Cents*****

\$ *****20,000.00*

To

NATIONAL CITY, CITY OF
1243 NATIONAL CITY BLVD
NATIONAL CITY CA 91950-4397

VOID IF NOT PRESENTED TO COUNTY TREASURER WITHIN
SIX MONTHS FROM DATE OF ISSUE, GOV'T CODE SECT. 29802

AUDITOR AND CONTROLLER

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW.

⑈06382471⑈ ⑆041203824⑆ 9600050662⑈

PLEASE ADDRESS CORRESPONDENCE REGARDING THIS PAYMENT

WARRANT No. 6382471

SAN DIEGO COUNTY
AUDITOR AND CONTROLLER
5530 OVERLAND AVENUE, STE 410
SAN DIEGO, CA 92123-1261
(858) 694-2053

AUTHORITY/PO	INVOICE	DESCRIPTION	DISC AMT	NET AMOUNT
GC 30061	12JUN2017	SLESF PER GC 30061 (COPS)	0.00	20,000.00
			.00	20,000.00

RESOLUTION NO. 2016 – 23

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY
RATIFYING AND AUTHORIZING THE ACCEPTANCE OF A \$14,618.25
FISCAL YEAR 2015 CITIZENS' OPTION FOR PUBLIC SAFETY (COPS)
PROGRAM GRANT AND \$100,000.00 FISCAL YEAR 2016 CITIZENS' OPTION
FOR PUBLIC SAFETY (COPS) PROGRAM GRANT TO PURCHASE POLICE
RADIOS, PANASONIC TOUGHBOOK COMPUTERS, ACTIVE SHOOTER
PLATES AND PLATE CARRIERS, TASERS, AND OTHER ESSENTIAL
POLICE EQUIPMENT AS NEEDED, AND AUTHORIZE THE ESTABLISHMENT
OF AN APPROPRIATION AND CORRESPONDING REVENUE BUDGET
IN THE AMOUNT OF THE GRANT WITHIN THE SUPPLEMENTAL
LAW ENFORCEMENT SERVICES FUND (SLESF)

WHEREAS, the County of San Diego ("County") notified the City of National City that it has awarded grant funding through the Supplemental Law Enforcement Services Fund (SLESF)/Citizens' Option for Public Safety (COPS) Program (the "Program") for frontline municipal police services in the amount of \$14,628.25 from the Fiscal Year 2015 Program and \$100,000 from the Fiscal Year 2016 Program, for a total amount of \$114,618.25; and

WHEREAS, the City is not required to allocate any up-front costs or matching funds in order to receive the funds; and

WHEREAS, the County disbursed the quarterly funds to each city within 30 days of receipt from the State, and as of January, 2016, the City has received \$114,618.25 from the County; and

WHEREAS, the National City Police Department proposes to utilize the \$114,618.25 in grant funds for the purchase of police radios, Panasonic Toughbook computers, active shooter plates and plate carriers, Tasers, and other essential police equipment as needed; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of National City hereby ratifies the acceptance of Supplemental Law Enforcement Services Fund (SLESF)/Citizens' Option for Public Safety (COPS) Program grant funds for frontline municipal police services in the amount of \$14,628.25 from the Fiscal Year 2015 Program and \$100,000 from the Fiscal Year 2016 Program, for a total amount of \$114,618.25.

BE IT FURTHER RESOLVED that the City Council authorizes the establishment of appropriations and a corresponding revenue budget for said grant funds.

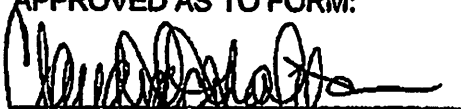
PASSED and ADOPTED this 1st day of March, 2016.


Ron Morrison, Mayor

ATTEST:


Michael R. Dalla, City Clerk

APPROVED AS TO FORM:


Claudia Gacitua Silva
City Attorney

Passed and adopted by the Council of the City of National City, California, on March 1, 2016 by the following vote, to-wit:

Ayes: Councilmembers Cano, Mendivil, Morrison, Rios, Sotelo-Solis.

Nays: None.

Absent: None.

Abstain: None.

AUTHENTICATED BY: RON MORRISON
Mayor of the City of National City, California



Richard S. Palla
City Clerk of the City of National City, California

By: _____
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 2016-23 of the City of National City, California, passed and adopted by the Council of said City on March 1, 2016.

City Clerk of the City of National City, California

By: _____
Deputy

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the acceptance of the FY 2016 Operation Stonegarden Grant in the amount \$44,000, and authorizing the Chief of Police to execute the Agreement for the award of the grant funds and sign

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 1, 2017

AGENDA ITEM NO. _____

ITEM TITLE:

Resolution of the City Council of the City of National City authorizing the acceptance of the FY 2016 Operation Stonegarden Grant in the amount \$44,000, and authorizing the Chief of Police to execute the Agreement for the award of the grant funds and sign grant documents indemnifying the granting agency against any liability arising from grant related operations, and authorizing the establishment of the Police Department Grants Fund appropriations and a corresponding revenue budget, in the amount of the grant for reimbursement of overtime, fringe benefits and mileage for programmatic operations.

PREPARED BY: Jeff Etzler, Sergeant

DEPARTMENT: _____

APPROVED BY: _____

PHONE: 619-336-4437

EXPLANATION:

The County of San Diego through the San Diego County Sheriff's Department received \$6,700,000 in grant funding from the California Governor's Office of Emergency Services (Cal OES) via the U.S. Department of Homeland Security (DHS) for the Fiscal Year (FY) 2016 Operation Stonegarden (OPSG) Grant (under the Homeland Security Grant Program). As one of the 24 participating agencies, the National City Police Department's share of the total grant amount is \$44,000. The Police Department's participation is governed by a Memorandum of Agreement with the San Diego County Sheriff's Department, who serves as the fiscal agent for the grant. The Operation Stonegarden Program is a reimbursable grant for law enforcement preparedness and operational readiness along the land and water borders of the United States and to address cross-border crimes in the region. As designated, the National City Police Department plans to spend all \$44,000 on overtime, fringe benefits, and vehicle mileage. No matching funds are required. There is no impact on the general fund.

FINANCIAL STATEMENT:

APPROVED: _____

Finance

ACCOUNT NO. Expenditure: 290-411-660-1*
Revenue: 290-11660-3498

APPROVED: _____

MIS

This program does not require a match or in-kind contribution; therefore, there is no impact to impact to the general fund.

ENVIRONMENTAL REVIEW:

Not applicable

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Staff recommends the City Council adopt the resolution

BOARD / COMMISSION RECOMMENDATION:

Not applicable

ATTACHMENTS:

Operation Stonegarden FY16 Agency Allocation Worksheet
Memorandum of Agreement, Grant Assurances
Signature authorization form

FY 2016 OPERATION STONEGARDEN

AGENCY ALLOCATION WORKSHEET

AGENCY NAME	FY16 APPROVED ALLOCATION	FY 16 APPROVED EQUIPMENT ALLOCATION			TOTAL ALLOCATION
		EQUIPMENT	QTY	TOTAL COST	
National City Police Department	44,000				44,000
Grand Total San Diego County Region	\$ 6,024,600		\$ 675,400	\$ 6,700,000	
2016 OP&SG AWARD AMOUNT \$					6,700,000



County of Santa Cruz

Sheriff-Coroner

5200 Soquel Avenue, Santa Cruz, CA 95062

Phone:(831) 454-7600 Fax:(831) 454-7604

Jim Hart, Sheriff-Coroner

February 28, 2017

San Diego County Sheriff's Department
Attn: Steven Tamayo/Ivy Scites- OPSG
9621 Ridgehaven Court
San Diego, CA 92123

RE: Terminating agreements for Operation Stonegarden grants

Dear Mr. Tamayo and Ms. Scites:

This letter constitutes notice that the Santa Cruz County Sheriff's Office is terminating its participation in the 2015 and 2016 Operation Stonegarden (OPSG) Grant Agreements. Per section 5.2 of the Agreements, our participation in the Agreements will end 90 days from the date this letter is issued.

The Santa Cruz County Sheriff's Office will forfeit the remaining funds from the 2015 Operation Stonegarden (OPSG) grant in the amount of \$4,919. Please indicate your acknowledgement and receipt of this notice by executing and returning the enclosed photocopy of this notice, in the enclosed stamped envelope, to the above-referenced address.

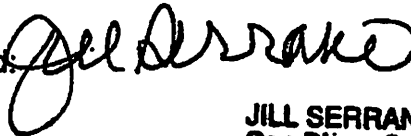
Sincerely,


Jim Hart
Sheriff-Coroner

Acknowledged and Received:

3/7/17

Date



JILL SERRANO, Chief Financial Officer
San Diego County Sheriff's Department
Management Services Bureau

Title

**AGREEMENT FOR THE
FISCAL YEAR 2016
OPERATION STONEGARDEN (OPSG) GRANT**

1. PARTIES TO THE AGREEMENT

This Agreement is among the COUNTY OF SAN DIEGO ("COUNTY"), the CITY OF CARLSBAD, the CITY OF CHULA VISTA, the CITY OF CORONADO, the CITY OF EL CAJON, the CITY OF ESCONDIDO, the CITY OF LA MESA, the CITY OF NATIONAL CITY, the CITY OF OCEANSIDE, the CITY OF SAN DIEGO ("CITIES"), the SAN DIEGO UNIFIED PORT DISTRICT ("SDUPD"), the UNIVERSITY OF CALIFORNIA SAN DIEGO ("UCSD"), the COUNTY OF LOS ANGELES ("LAC"), the COUNTY OF MONTEREY ("MC"), the COUNTY OF ORANGE ("OC"), the COUNTY OF SAN LUIS OBISPO ("SLOC"), the COUNTY OF SAN MATEO ("SMC"), the COUNTY OF SANTA BARBARA ("SBC"), the COUNTY OF SANTA CRUZ ("SCC"), the COUNTY OF VENTURA ("VC"), the CALIFORNIA HIGHWAY PATROL ("CHP"), the CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE ("DFW"), and the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION ("DPR"), collectively the "PARTIES", for program support of the Operation Stonegarden Grant ("OPSG").

1.1 Party Departments Or Agencies Participating In The Agreement

For the COUNTY, participating agencies are the Probation Department ("PROBATION") and the Sheriff's Department ("SHERIFF"). For the CITIES and SDUPD, and University, participating agencies are their respective police department. For LAC, MC, OC, SLOC, SMC, SBC, SCC, and VC, participating agencies are their respective Sheriff's Department. CHP, DFW, and DPR do not have subordinate agencies or department participants.

2. RECITALS

2.1 COUNTY through SHERIFF requested and received funds from the U.S. Department of Homeland Security (DHS) passed through the California Governor's Office of Emergency Services (CalOES), under the Fiscal Year (FY) 2016 Operation Stonegarden Grant (OPSG) Program.

2.2 Funds shall be used to support the OPSG program to enhance law enforcement preparedness and operational readiness along the land and water borders of the United States.

2.3 Government Code §55632 authorizes COUNTY and PARTIES to contract for provision of joint law enforcement services.

2.4 PARTIES desire to enter into an agreement with provisions concerning the nature and extent of OPSG collaboration, services rendered, and compensation.

2.5 COUNTY, by action of the Board of Supervisors Minute Order No. 3 on November 15, 2016, approved and authorized the SHERIFF to execute expenditure contracts to use FY

2016 OPSG funds to reimburse all PARTIES for overtime expenses; equipment and vehicle purchases; fuel, mileage, flight, and vehicle and equipment maintenance costs incurred in OPSG Operations not to exceed the amounts described in Exhibit A – FY 2016 Budget Worksheet, during the project period September 1, 2016 through May 31, 2019.

2.6 PARTIES shall maintain documentation supporting all expenditures reimbursed from OPSG grant funds, ensure all expenditures are allowable under grant requirements, adhere to their jurisdiction's authorized procurement methods and comply with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements regarding an organization-wide financial and compliance audit reports if \$750,000 or more of OPSG federal funds are expended in a fiscal year. The documentation and records shall be maintained and retained in accordance with OPSG grant requirements and shall be available for audit and inspection. For accounting purposes, the following is a description of OPSG funds:

- (a) Federal Grantor Agency: U.S. Department of Homeland Security
- (b) Pass-Through Agency: California Governor's Office of Emergency Services (CalOES)
- (c) Program Title: Homeland Security Grant Program
- (d) Grant Identification Number: 2016-0102
- (e) Federal CFDA Number: 97.067

2.7 PARTIES agree to each of the following Exhibits attached hereto and/or available using the referenced link:

- (a) Exhibit A – FY 2016 Budget Worksheet
- (b) Exhibit B – FY 2016 Grant Assurances
- (c) Exhibit C – FY 2016 OPSG Operations Order
- (d) Exhibit D - FY 2016 Homeland Security Grant Program Notice of Funding Opportunity (NOFO), which can be referenced at https://www.fema.gov/media-library-data/1455569937218-3daa3552913b8affe0c6b5bc3b448635/FY_2016_HSGP_NOFO_FINAL.pdf
- (e) Exhibit E – Title 2 of the Code of Federal Regulations Part 200, which can be referenced at http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, PARTIES jointly intend that COUNTY will reimburse, and PARTIES will provide, a level of OPSG services as set forth in this Agreement.

3. PURPOSE AND INTENT

The purpose of this Agreement is to satisfy the OPSG proposal submitted to and awarded by the DHS passed through the CalOES, under the FY 2016 Operation Stonegarden Grant.

4. SCOPE OF SERVICES

4.1 Method of Service Delivery

SHERIFF will maintain the OPSG grant and will be administratively responsible for coordination of PARTIES' obligations under this Agreement. The SHERIFF's OPSG program will be staffed as described in section 6. **STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES.**

4.2 Overview of Basic Services

PARTIES will provide OPSG Operations ("Operations") by increasing law enforcement presence in each PARTY's designated jurisdiction and in coordination with other OPSG partner agencies in order to support the U. S. Department of Homeland Security, Bureau of Customs and Border Protection efforts in the region to improve border security. PARTIES will enforce local and state laws and will not enforce immigration laws on behalf of Customs and Border Protection/Border Patrol.

5. TERM OF AGREEMENT

5.1 Initial Term

The term of this Agreement shall be retroactive to 12:01 a.m. on September 1, 2016, and shall continue in effect through and terminate at midnight on May 31, 2019; subject to the termination provision in section 5.2.

5.2 Termination

Subject to the applicable provisions of state law, each PARTY may terminate its participation in this Agreement upon ninety (90) days minimum written notice to the other PARTIES.

6. STANDARDS OF SERVICE: OBLIGATIONS OF THE PARTIES

6.1 Anticipated Outcome

The anticipated outcome of OPSG Operations to be provided by PARTIES under this Agreement is increased law enforcement presence in each PARTY's designated jurisdiction in order to support the U. S. Department of Homeland Security, Bureau of Customs and Border Protection efforts in the region to improve border security and reduce border related crime. The anticipated outcome will be reached by achieving the goals and accomplishing the missions set forth below by the PARTIES and in Exhibit C – FY 2016 OPSG Operations Order, attached hereto.

6.1.1 PARTIES will provide enhanced enforcement by increasing patrol presence in proximity to the border and/or routes of ingress from the border, including the water borders. In addition, PARTIES will utilize their unique investigatory areas of expertise in operations.

6.1.2 Increase intelligence/information sharing among PARTIES, including but not limited to the following activities:

- (a) Conduct bi-monthly meetings with a minimum of one representative from each PARTY.
- (b) Increase information sharing during operations.

6.1.3 Prior to OPSG Operations, PARTIES' Designated Coordinator, as outlined in section 6.2.3, shall submit an Operations Plan to the Integrated Planning Team (IPT) at least 72 hours prior to the operation. The IPT is comprised of the SHERIFF and U. S. Border Patrol sworn grant representatives. The role of the IPT is to provide support and guidance to the local, state, and federal law enforcement stakeholders within the grant. The Operations Plan is to be submitted via email to the current IPT point of contact and to SDCOPSG2008@cbp.dhs.gov.

6.1.4 At the conclusion of each Operation funded by OPSG, state/local law enforcement officers in each PARTY will complete a Daily Activity Report (DAR). The DAR will be submitted via email to Customs and Border Protection Sector Headquarters at: SDCOPSG2008@cbp.dhs.gov and SHERIFF at: stonegarden@sdsheriff.org before the next Wednesday following the operation.

6.1.5 At the conclusion of each Operation funded by OPSG, the Operations Coordinator will email all backup source documents (e.g., arrest reports, citations, field interviews, etc.) to SDCOPSG2008@cbp.dhs.gov for review before the next Wednesday following the operation.

6.1.6 PARTIES will send their weekly/bi-weekly/monthly OPSG schedule (whichever applies), utilizing the appropriate format, to the current IPT point of contact and to SDCOPSG2008@cbp.dhs.gov as it becomes available. All schedules will be compiled and sent to the Law Enforcement Coordination Center (LECC).

6.2 Personnel Qualifications and Assignment

6.2.1 Qualifications

Each PARTY shall ensure that personnel assigned to perform Operations pursuant to this Agreement meet the minimum qualifications for their specific classification.

6.2.2 Management, Direction and Supervision; Independent Contractors

The hiring, firing, management, direction, and supervision of each PARTY's personnel, the standards of performance, the discipline of each PARTY's personnel, and all other matters incident to the performance of such services, shall be performed by and be the responsibility of each PARTY in each PARTY's sole but reasonable judgment and in accord with the provisions of applicable labor agreements. Each PARTY shall be the appointing authority for all its personnel provided to OPSG by this Agreement. PARTIES shall have no liability for any direct payment of salary, wages, indemnity, or other compensation or benefit to any other PARTY's personnel.

Each PARTY and its respective officers, agents, and employees are independent contractors and are not officers, agents, and employees of any other PARTY. Each PARTY's personnel are under the direct and exclusive supervision of that PARTY, and each PARTY assumes full responsibility for the performance of its own personnel in

connection with this Agreement. No PARTY has the authority to bind any other PARTY.

6.2.3 Designated Coordinators

SHERIFF shall select and designate a Coordinator, at the rank of Sheriff's Lieutenant or higher, who shall manage and direct the OPSG Operations. Each other PARTY shall select and designate a coordinator for their respective agency under this Agreement. The designated coordinators for each PARTY shall serve as their agency contact and shall implement, as needed, appropriate procedures governing the performance of all requirements under this Agreement and shall be responsible for meeting and conferring in good faith in order to address any disputes which may arise concerning implementation of this Agreement.

6.2.4 Staffing for Basic Services

PARTIES shall ensure that adequate numbers of their qualified respective personnel are provided to OPSG Operations at all times during the term of this Agreement to meet the Basic Services, Scope of Services, and Standards of Service commitments set forth herein.

6.2.5 Equipment and Supplies

COUNTY will provide SHERIFF OPSG personnel with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform OPSG Operations. Similarly, all other PARTIES will provide their respective OPSG personnel with all supplies and/or prescribed safety gear, body armor, and/or standard issue equipment necessary to perform OPSG Operations unless otherwise specified in Exhibit C attached hereto.

6.2.5.1 PARTIES are responsible for the procurement of their own equipment to be used in OPSG Operations.

6.2.5.2 PARTIES will maintain an inventory list of all equipment purchased with OPSG funds and when practicable, the equipment shall be prominently labeled per federal guidelines as follows: "*Purchased with funds provided by the U.S. Department of Homeland Security*".

7. COST OF SERVICES/CONSIDERATION

7.1 General

7.1.1 As full consideration for the satisfactory performance and completion by PARTIES of Operations set forth in this Agreement, COUNTY shall reimburse PARTIES for personnel assigned to perform OPSG Operations on the basis of claims and submittals as set forth hereunder. Such payments by COUNTY are dependent on the continued availability of funds from the U. S. Department of Homeland Security (DHS) passed through the California Governor's Office of Emergency Services (CalOES).

7.1.2 PARTIES agree that awarded funds, identified as allowable costs, as set forth in Exhibit D – FY 2016 Homeland Security Grant Program Notice of Funding Opportunity (HSGP NOFO), shall be expended only for Operations operating expenses, and equipment as detailed in Exhibit A – FY 2016 Budget Worksheet, and that unallowable costs are not reimbursable as set forth in Exhibit D – FY 2016 HSGP NOFO.

7.1.3 No reimbursement shall be made to a PARTY during any period of time within which that PARTY is in default on filing any informational or financial reports required by the COUNTY. COUNTY shall make any necessary adjustments to PARTY claims to correct for previous overpayment and disallowances or underpayments.

7.2 Project Costs/Rate of Compensation

COUNTY shall reimburse PARTIES for overtime worked by personnel assigned to perform OPSG Operations and shall reimburse for equipment and vehicle purchases, equipment and vehicle maintenance, flight costs, fuel, and mileage based upon available funding and the actual costs incurred by PARTIES to provide Operations, purchase and maintain equipment and vehicles, flight costs, fuel, and mileage, under this Agreement, provided the costs are included in the approved Operations Order.

7.3 Method of Payment

PARTIES shall submit to SHERIFF, accurate and complete reimbursement forms, labor reports, timesheets, corresponding Daily Activity Reports, equipment invoices, and purchase orders that represent amounts to be reimbursed under this Agreement within ninety (90) days from the date expenditure was incurred. All requests for reimbursement shall be sent to:

San Diego County Sheriff's Department
O-41 Grants Unit (OPSG)
P. O. Box 939062
San Diego, CA 92193-9062

7.3.1 Reimbursement forms and invoices must have the signature of PARTY's Authorized Agent, certifying that the invoice and substantiating documentation, e.g., labor reports, timesheets, etc. are true and correct.

7.3.2 PARTIES shall provide payroll records for each and every person whose costs are reimbursable under this Agreement, to include, at a minimum, the person's name, classification, duty position, task, regular hourly rate, overtime hourly rate, overtime hours worked, date(s) overtime worked, and fringe benefit rate and cost.

7.3.2.1. PARTIES shall make available to SHERIFF for inspection, upon request, all payroll records and any other records that relate to the Basic Services provided under this Agreement.

7.3.3 Sole source (or noncompetitive) procurements of equipment exceeding the simplified acquisition threshold (which is established by the Federal Acquisition

Regulation at 48 CFR Subpart 2.1 and is currently set at \$150,000) will require prior written approval from CalOES. PARTIES must provide a copy of their respective Purchasing Agent's approval of this procurement method to the SHERIFF prior to purchasing the equipment.

7.3.4 PARTIES must obtain a performance bond from vendors if PARTIES procure the item(s) in question, pay the money up front, and the performance bond ensures delivery of the item within ninety (90) days of the performance period. This is required for any equipment items over \$250,000 or any vehicle, aircraft, or watercraft financed with OPSG dollars. PARTIES must provide a copy of the performance bond to the SHERIFF no later than the time of reimbursement.

7.3.5 Within ninety (90) business days upon receipt of valid invoice and complete documentation as specified in sections 7.3.1, 7.3.2, 7.3.3, and 7.3.4, SHERIFF will reimburse PARTIES for the Basic Services agreed to.

7.3.6 Each PARTY is responsible for tracking their agency's claims to ensure their total claims do not exceed their agency's allocation in Exhibit A – FY 2016 Budget Worksheet.

7.4 **Reimbursement Disallowances**

PARTIES not in compliance with procedures set forth in section 7.3 are at risk of having any incurred expenditures disallowed for reimbursement by SHERIFF. PARTIES that fail to submit claims for reimbursement within ninety (90) days will be notified in writing by SHERIFF that the claim(s) is/are past due and funds allocated to the PARTY for that time period shall be redistributed among other PARTIES.

8. **PROGRAM/FINANCIAL ADMINISTRATION**

8.1 PARTIES shall use Exhibit D – HSGP NOFO, Exhibit E – OPSG State Guidance developed by the DHS and CalOES, and Exhibit F - Title 2 of the Code of Federal Regulations Part 200 (2 CFR Part 200), for the applicable grant year as the primary reference and day-to-day management tool in all programmatic, financial, and grant administration matters. The HSGP NOFO, Guidance, and 2 CFR Part 200 shall be used in conjunction with updates issued by the Office of Management and Budget, Grants & Training (G&T) information bulletins, and CalOES policy, regulations, and statutes.

8.1.1 **Contract Provisions**

PARTIES shall ensure that *all* contracts adhere to all applicable contract provisions stated in 2 CFR §200.326 and found in Appendix II - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Reimbursement claims associated with contracts that are found to be in non-compliance will be denied.

8.1.2 **Sole Source Purchases**

PARTIES must request and receive prior approval from CalOES, through SHERIFF, for any sole source procurement of goods or services per 2 CFR §200.320.

9. INDEMNIFICATION – WORKERS' COMPENSATION, EMPLOYMENT

9.1 The COUNTY shall fully indemnify and hold harmless non-County PARTIES and their respective officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs and/or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY.

9.2 Each non-County PARTY shall fully indemnify and hold harmless the COUNTY, its officers, employees, and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of that respective agency or any contract labor provider retained by non-County party, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of that respective law enforcement agency or any contract labor provider retained by the law enforcement agency.

9.3 Each non-County PARTY shall fully indemnify and hold harmless the other non-County PARTIES, its officers, employees, and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of that respective agency or any contract labor provider retained by non-County party, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of that respective law enforcement agency or any contract labor provider retained by the law enforcement agency.

10. INDEMNIFICATION RELATED TO ACTS OR OMISSIONS; NEGLIGENCE

10.1 Claims Arising From Sole Acts or Omissions of a PARTY

Each PARTY to this Agreement hereby agrees to defend and indemnify the other PARTIES to this Agreement, their agents, officers, and employees, from any claim, action, or proceeding against the other PARTIES, arising solely out of its own acts or omissions in

the performance of this Agreement. At each PARTY's sole discretion, each PARTY may participate at its own expense in the defense of any claim, action, or proceeding, but such participation shall not relieve any PARTY of any obligation imposed by this Agreement. PARTIES shall notify each other promptly of any claim, action, or proceeding and cooperate fully in the defense.

10.2 Claims Arising From Concurrent Acts or Omissions

The PARTIES hereby agree to defend themselves from any claim, action, or proceeding arising out of the concurrent acts or omissions of the PARTIES. In such cases, PARTIES agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 10.4 below.

10.3 Joint Defense

Notwithstanding paragraph 10.2 above, in cases where PARTIES agree in writing to a joint defense, PARTIES may appoint joint defense counsel to defend the claim, action, or proceeding arising out of the concurrent acts or omissions of PARTIES. Joint defense counsel shall be selected by mutual agreement of PARTIES. PARTIES agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 10.4 below. PARTIES further agree that no PARTY may bind the others to a settlement agreement without the written consent of the others.

10.4 Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, PARTIES may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

11. GENERAL PROVISIONS

11.1 Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows, or, to such other place as each PARTY may designate by subsequent written notice to each other:

To COUNTY and SHERIFF:

Sheriff
San Diego County Sheriff's Department
P. O. Box 939062
San Diego, CA 92193-9062

Chief Probation Officer
Probation Department
9444 Balboa Avenue, Ste. 500
San Diego, CA 92123

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To Non-County PARTIES:

**Chief of Police
Carlsbad Police Department
2560 Orion Way
Carlsbad, CA 92010**

**Chief of Police
Coronado Police Department
700 Orange Avenue
Coronado, CA 92118**

**Chief of Police
Escondido Police Department
1163 North Centre City Parkway
Escondido, CA 92026**

**Chief of Police
National City Department
1200 National City Blvd.
National City, CA 91950**

**Chief of Police
San Diego Police Department
1401 Broadway
San Diego, CA 92101**

**Chief of Police
University of California San Diego
9500 Gilman Drive, MC 0017
La Jolla, CA 92093**

**Sheriff
Monterey County Sheriff's Office
1414 Natividad Road
Salinas, CA 93906**

**Sheriff
San Luis Obispo County Sheriff's Office
1585 Kansas Avenue
San Luis Obispo, CA 93405**

**Chief of Police
Chula Vista Police Department
315 Fourth Avenue
Chula Vista, CA 91910**

**Chief of Police
El Cajon Police Department
100 Civic Center Way
El Cajon, CA 92020-3916**

**Chief of Police
La Mesa Police Department
8085 University Avenue
La Mesa, CA 91942**

**Chief of Police
Oceanside Police Department
3855 Mission Avenue
Oceanside, CA 92054**

**Chief of Harbor Police
San Diego Harbor Police Department
3380 N. Harbor Drive
San Diego, CA 92101**

**Sheriff
Los Angeles County Sheriff's Dept.
Special Enforcement Bureau
1060 N. Eastern Avenue
Los Angeles, CA 90063**

**Sheriff
Orange County Sheriff's Department
550 N. Flower Street
Santa Ana, CA 92703**

**Sheriff
San Mateo County Sheriff's Office
400 County Center
Redwood City, CA 94063**

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Sheriff
Santa Barbara County Sheriff's Office
4434 Calle Real
Santa Barbara, CA 93110

Sheriff
Santa Cruz County Sheriff's Office
5200 Soquel Avenue
Santa Cruz, CA 95062

Sheriff
Ventura County Sheriff's Office
800 South Victoria Avenue
Ventura, CA 93009

Chief
California Highway Patrol
9330 Farnham Street
San Diego, CA 92123

Chief of Enforcement
California Department of Fish and
Wildlife
1416 9th Street, Room 1326
Sacramento, CA 95814

Chief
California Department of Parks and
Recreation
1416 9th Street
Sacramento, CA 95814

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

11.2 Amendment

This Agreement may be modified or amended only by a written document signed by the COUNTY through SHERIFF and the affected PARTY or PARTIES, and no oral understanding or agreement shall be binding on any PARTY or PARTIES.

11.3 Entire Agreement

This Agreement constitutes the complete and exclusive statement of agreement between the COUNTY and non-County PARTIES with respect to the subject matter hereto. As such, all prior written and oral understandings are superseded in total by this Agreement.

11.4 Construction

This Agreement will be deemed to have been made and shall be construed, interpreted, governed, and enforced pursuant to, and in accordance with, the laws of the State of California. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of the Agreement and shall not be construed against any one PARTY.

11.5 Waiver

A waiver by COUNTY or non-County PARTIES of a breach of any of the covenants to be performed by COUNTY or non-County PARTIES shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement. In addition, the failure of any PARTY to insist upon strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so,

whether for that breach or any subsequent breach. The acceptance by COUNTY or non-County PARTIES of either performance or payment shall not be considered a waiver of PARTY's preceding breach of this Agreement.

11.6 Authority to Enter Agreement

COUNTY and non-County PARTIES have all requisite power and authority to conduct their respective business and to execute, deliver, and perform the Agreement. Each PARTY warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective PARTY.

11.7 Cooperation

COUNTY through SHERIFF and Non-County PARTIES will cooperate in good faith to implement this Agreement.

11.8 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11.9 Severability

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any Court or other legal authority, or is agreed upon by the PARTIES, to be in conflict with any law or regulation, then the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of this Agreement to any PARTY is lost, then the Agreement may be terminated at the option of the affected PARTY, with the notice as required in this Agreement. In all other cases, the remainder of this Agreement shall be severable and shall continue in full force and effect.

11.10 Representation

Each PARTIES' Chief and/or Sheriff, or their respective designee, shall represent its PARTY in all discussions pertaining to this Agreement. SHERIFF, or his or her designee, shall represent COUNTY in all discussions pertaining to this Agreement.

11.11 Dispute Resolution Concerning Services and Payment

In the event of any dispute concerning services and payment arising from this Agreement, the SHERIFF, or his or her designee, and PARTY's Chief and/or Sheriff, or his or her respective designee, will meet and confer within ten (10) business days after receiving notice of the dispute to resolve the dispute.

11.12 Termination of Funding

In the event that funding for reimbursement of costs related to OPSG Operations is terminated by the DHS, this Agreement in its entirety shall be considered null and void and COUNTY through SHERIFF and PARTIES shall no longer be required to provide OPSG Operations as described herein. In such event, the COUNTY through SHERIFF and PARTIES shall meet immediately, and if agreed upon by the COUNTY through SHERIFF

and PARTIES, mutually develop and implement within a reasonable time frame, a transition plan for the provision of OPSG Operations through alternate means.

11.13 Obligation


This Agreement shall be binding upon the successors of the PARTIES.

11.14 California Law

This Agreement is executed and delivered within the State of California and the rights and obligations of the PARTIES hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement on this 17th day of APRIL, 2017.

**COUNTY OF SAN DIEGO
SHERIFF'S DEPARTMENT**



William D. Gore
Sheriff

**CARLSBAD POLICE
DEPARTMENT**

Neil Gallucci
Chief

**CORONADO POLICE
DEPARTMENT**

Jon Froomin
Chief

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**COUNTY OF SAN DIEGO
PROBATION DEPARTMENT**

Adolfo Gonzales
Chief

**CHULA VISTA
POLICE DEPARTMENT**

Roxana Kennedy
Chief

CITY OF EL CAJON

Douglas Williford
City Manager

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____ day of _____, 2017.

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SHERIFF'S DEPARTMENT**

William D. Gore
Sheriff

**CARLSBAD POLICE
DEPARTMENT**

Neil Gallucci
Chief

**CORONADO POLICE
DEPARTMENT**

Jon Froomin
Chief

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**COUNTY OF SAN DIEGO
PROBATION DEPARTMENT**

Adolfo Gonzales
Adolfo Gonzales
Chief

**CHULA VISTA
POLICE DEPARTMENT**

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CITY OF EL CAJON

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**COUNTY OF SAN DIEGO
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Chief

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**CHULA VISTA
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Roxana Kennedy
Chief

**CORONADO POLICE
DEPARTMENT**

CITY OF EL CAJON

Jon Froomin
Chief

Douglas Williford
City Manager

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APPROVED AS TO FORM

PAUL G. EDMONSON
Sr. Assistant City Attorney
City of Carlsbad

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William D. Gore
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DEPARTMENT**

Neil Gallucci
Chief

**CORONADO POLICE
DEPARTMENT**

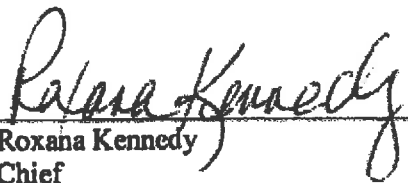
Jon Froomin
Chief

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**COUNTY OF SAN DIEGO
PROBATION DEPARTMENT**

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**CHULA VISTA
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CITY OF EL CAJON

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SHERIFF'S DEPARTMENT**

**COUNTY OF SAN DIEGO
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Roxana Kennedy
Chief

**CORONADO POLICE
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Jon Froomin
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Douglas Williford
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**CORONADO POLICE
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CITY OF EL CAJON

Jon Froomin
Chief



Douglas Williford
City Manager

///
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**ESCONDIDO POLICE
DEPARTMENT**



Craig Carter
Chief

**NATIONAL CITY
POLICE DEPARTMENT**

Manuel Rodriguez
Chief

**SAN DIEGO POLICE
DEPARTMENT**

Shelley Zimmerman
Chief

Approved as to form:
**MARA ELLIOTT, CITY ATTY.,
CITY OF SAN DIEGO**

Linda L. Peter
Deputy City Attorney

**LOS ANGELES COUNTY SHERIFF'S
DEPARTMENT**

Jim McDonnell
Sheriff

**LA MESA POLICE
DEPARTMENT**

Walt Vasquez
Chief

**OCEANSIDE POLICE
DEPARTMENT**

Frank McCoy
Chief

CITY OF SAN DIEGO

Mayor Kevin L. Faulconer
or Designee

**SAN DIEGO HARBOR POLICE
DEPARTMENT**

John Bolduc
Chief

Approved as to form:
**MARY C. WICKHAM, COUNTY COUNSEL
COUNTY OF LOS ANGELES**

Michele Jackson
Principal Deputy County Counsel

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Linda L. Peter
Deputy City Attorney

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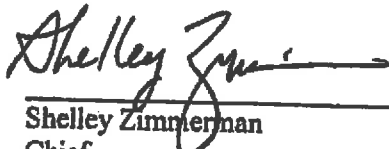
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**SAN DIEGO POLICE
DEPARTMENT**



Shelley Zimmerman
Chief

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CITY OF SAN DIEGO**



~~Linda L. Peter~~ **PAIGE B. FOLLMAN**
Deputy City Attorney

**LOS ANGELES COUNTY SHERIFF'S
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CITY OF SAN DIEGO



Mayor Kevin L. Faulconer
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DEPARTMENT**

John Bolduc
Chief

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COUNTY OF LOS ANGELES**

Michele Jackson
Principal Deputy County Counsel

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**NATIONAL CITY
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Deputy City Attorney

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COUNTY OF LOS ANGELES**



Michele Jackson
Principal Deputy County Counsel

**UNIVERSITY OF CALIFORNIA,
SAN DIEGO POLICE DEPARTMENT**



David S. Rose
Chief

**ORANGE COUNTY
SHERIFF's DEPARTMENT**

Sandra Hutchens
Sheriff-Coroner

**SAN LUIS OBISPO COUNTY
SHERIFF's OFFICE**

Ian Parkinson
Sheriff

**SANTA BARBARA COUNTY
SHERIFF's OFFICE**

Bill Brown
Sheriff-Coroner

**VENTURA COUNTY SHERIFF's
OFFICE**

Geoff Dean
Sheriff

///
///

**MONTEREY COUNTY
SHERIFF's OFFICE**

Stephen Bernal
Sheriff-Coroner

Approved as to form and legality:
ORANGE COUNTY COUNSEL

Nicole A. Sims
Supervising Deputy

**SAN MATEO COUNTY
SHERIFF's OFFICE**

Carlos Bolanos
Sheriff

**SANTA CRUZ COUNTY
SHERIFF's OFFICE**

Jim Hart
Sheriff-Coroner

**CALIFORNIA HIGHWAY
PATROL**

Jim Abele
Chief, Border Division

**UNIVERSITY OF CALIFORNIA,
SAN DIEGO POLICE DEPARTMENT**

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SHERIFF's OFFICE**

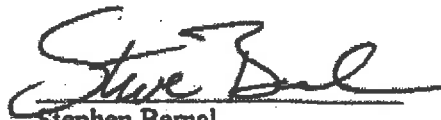
Bill Brown
Sheriff-Coroner

**VENTURA COUNTY SHERIFF's
OFFICE**

Geoff Dean
Sheriff

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**MONTEREY COUNTY
SHERIFF's OFFICE**



Stephen Bernal
Sheriff-Coroner

Approved as to form and legality:
ORANGE COUNTY COUNSEL

Nicole A. Sims
Supervising Deputy

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Stephen Bernal
Sheriff-Coroner

**Approved as to form and legality:
ORANGE COUNTY COUNSEL**



Nicole A. Sims
Supervising Deputy

**SAN MATEO COUNTY
SHERIFF's OFFICE**

Carlos Bolanos
Sheriff

**SANTA CRUZ COUNTY
SHERIFF's OFFICE**

Jim Hart
Sheriff-Coroner

**CALIFORNIA HIGHWAY
PATROL**

Jim Abele
Chief, Border Division

**UNIVERSITY OF CALIFORNIA,
SAN DIEGO POLICE DEPARTMENT**

David S. Rose
Chief

**ORANGE COUNTY
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**SAN LUIS OBISPO COUNTY
SHERIFF's OFFICE**



Ian Parkinson
Sheriff

**SANTA BARBARA COUNTY
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**VENTURA COUNTY SHERIFF's
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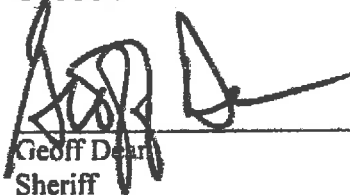
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Sheriff-Coroner

**CALIFORNIA HIGHWAY
PATROL**



Jim Abele
Chief, Border Division

**CALIFORNIA DEPARTMENT
OF FISH AND WILDLIFE**


K Lisa Gallegos
C Assistant Deputy Director t Branch
Administration

**CALIFORNIA DEPARTMENT
OF PARKS AND RECREATION**

Robin Greene
District Superintendent

Approved as to form and legality:
SAN DIEGO COUNTY COUNSEL

Mark Day
Senior Deputy


**CALIFORNIA DEPARTMENT
OF FISH AND WILDLIFE**

Karen Edgren
Chief, Business Management Branch

Approved as to form and legality:
SAN DIEGO COUNTY COUNSEL

Mark Day
Senior Deputy

**CALIFORNIA DEPARTMENT
OF PARKS AND RECREATION**



Robin Greene
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**CALIFORNIA DEPARTMENT
OF FISH AND WILDLIFE**

Karen Edgren
Chief, Business Management Branch

**CALIFORNIA DEPARTMENT
OF PARKS AND RECREATION**

Robin Greene
District Superintendent

Approved as to form and legality:
SAN DIEGO COUNTY COUNSEL

 4/5/17

Mark Day
Senior Deputy



County of San Diego
SHERIFF'S DEPARTMENT

**FY16 OPERATION STONEGARDEN GRANT
SIGNATURE AUTHORIZATION FORM**

Agency: **National City Police Department**

Date Signed: **05/18/2017**

The below named personnel are authorized to sign the request for reimbursement and certify any documentation for the FY 2016 Operation Stonegarden grant program.

AUTHORIZED AGENT'S NAME	Title	SPECIMEN SIGNATURE	TELEPHONE NUMBER	E-MAIL ADDRESS
Jeff Etzler	Sergeant		(619)336-4437	jetzler@nationalcityca.gov
Jose Tellez	Captain		(619)336-4513	jtellez@nationalcityca.gov

OPSG CONTACT'S NAME	Title	MAILING ADDRESS	TELEPHONE NUMBER	E-MAIL ADDRESS
Arnold Ocana	Sr. Accountant	1243 National City Boulevard, National City, Ca 91950	(619)336-4342	aocana@nationalcityca.gov
Ron Gutlay	Accountant	1243 National City Boulevard, National City, Ca 91950	(619)336-4346	rgutlay@nationalcityca.gov

This form supersedes all others for above indicated agency. Requests for reimbursement received and/or certified documents from staff not identified in this form will not be processed.

Printed Name **Manuel Rodriguez**

Signature

05/18/2017

Date

(619)336-4510

Phone No.

Mail form to: San Diego County Sheriff's Office, Grants Unit, Ref: OPSG c/o Steven Tamayo/ivy Soltes, PO Box 830082, San Diego, CA 92123
For questions on this form please contact: Steven Tamayo at 858-974-2130/Steven.Tamayo@sdsheriff.org or Ivy Soltes at 858-974-2208/Ivy.Soltes@sdsheriff.org

Authorized Agent Signature Page

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City ratifying the Purchase and Sale Agreement executed on July 11, 2017 and authorizing the purchase of real property located at 420 W. 21st Street from Isfahan, Inc. for a total sales price of \$355,

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 1, 2017

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the City Council of the City of National City ratifying the Purchase and Sale Agreement executed on July 11, 2017 and authorizing the purchase of real property located at 420 W. 21st Street from Isfahan, Inc. for a total sales price of \$355,000 and the payment of closing costs not to exceed \$2,000.

PREPARED BY: Gregory Rose, Property Agent

DEPARTMENT: Housing & Economic Development

PHONE: 619.336.4266

APPROVED BY: 

EXPLANATION:

This property is a long rectangular parcel located on 21st street that sticks out into an area that will be part of the 4.4 acre expansion of Paradise Creek Educational Park. The parcel is key in creating proper access to the new park and facilitating street improvements and drainage at 21st Street and Harding Avenue. The property is listed for sale for \$355,000. City staff presented the opportunity to purchase the property in closed session on June 20, 2017 and City Council provided direction in closed session on June 20, 2017 to begin negotiations and secure the purchase and sale of the property subject to City Council approval. The City approached the listing broker and made an offer, contingent on two factors: 1) the City could only pay the appraised value for the property; and 2) the City would have to obtain City Council approval of the purchase and sale of the property. The property was appraised for \$355,000 and entered into a purchase and sale agreement contingent on City Council approval.

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: MIS

Expenditure Account #001-409-500-598-1596 (WI-TOD Improvements) - \$357,000

ENVIRONMENTAL REVIEW:

n/a

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Adopt the Resolution

BOARD / COMMISSION RECOMMENDATION:

n/a

ATTACHMENTS:

1. Purchase and Sale Agreement
2. Aerial Map of Property
3. Property Appraisal
4. Resolution



CALIFORNIA
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DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Selling Firm to Buyer)
(As required by the Civil Code)
(C.A.R. Form AD, Revised 12/14)

☐ (If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(k) and (m).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

☒ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date 7/11/17

The City of National City

☐ Buyer ☐ Seller ☐ Landlord ☐ Tenant _____ Date _____

Agent Self represented BRE Lic. # _____

Real Estate Broker (Firm)

By _____ BRE Lic. # _____ Date _____

(Salesperson or Broker-Associate) City of National City

Agency Disclosure Compliance (Civil Code §2079.14):

- When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.
- When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer. If the same form is used, Seller may sign here:

Seller/Landlord _____ Date _____

Isfahan Inc.

Seller/Landlord _____ Date _____

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AD REVISED 12/14 (PAGE 1 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 1 OF 2)

Premier Realty, 1135 Garnet Ave. #15 San Diego, CA 92109
Robert Nourani

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Phone: 858-490-0000

Fax: 619-233-3333

The City of San

Reviewed by _____ Date _____



CIVIL CODE SECTIONS 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings: (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. (k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained from the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(DO NOT COMPLETE, SAMPLE ONLY)

is the agent of (check one): ☐ the seller exclusively; or ☐ both the buyer and seller.

(Name of Listing Agent)

(DO NOT COMPLETE, SAMPLE ONLY)

is the agent of (check one): ☐ the buyer exclusively; or ☐ the seller exclusively; or ☐ both the buyer and seller.

(Name of Selling Agent if not the same as the Listing Agent)

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.



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AD REVISED 12/14 (PAGE 2 OF 2)

Reviewed by _____ Date _____



DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

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The City of San



CALIFORNIA
ASSOCIATION
OF REALTORS®

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER - DISCLOSURE AND CONSENT

(C.A.R. Form PRBS, 11/14)

A real estate broker (Broker), whether a corporation, partnership or sole proprietorship, may represent more than one buyer or seller. This multiple representation can occur through an individual licensed as a broker or salesperson or through different individual broker's or salespersons (associate licensees) acting under the Broker's license. The associate licensees may be working out of the same or different office locations.

Multiple Buyers: Broker (individually or through its associate licensees) may be working with many prospective buyers at the same time. These prospective buyers may have an interest in, and make offers on, the same properties. Some of these properties may be listed with Broker and some may not. Broker will not limit or restrict any particular buyer from making an offer on any particular property whether or not Broker represents other buyers interested in the same property.

Multiple Sellers: Broker (individually or through its associate licensees) may have listings on many properties at the same time. As a result, Broker will attempt to find buyers for each of those listed properties. Some listed properties may appeal to the same prospective buyers. Some properties may attract more prospective buyers than others. Some of these prospective buyers may be represented by Broker and some may not. Broker will market all listed properties to all prospective buyers whether or not Broker has another or other listed properties that may appeal to the same prospective buyers.

Dual Agency: If Seller is represented by Broker, Seller acknowledges that broker may represent prospective buyers of Seller's property and consents to Broker acting as a dual agent for both seller and buyer in that transaction. If Buyer is represented by Broker, buyer acknowledges that Broker may represent sellers of property that Buyer is interested in acquiring and consents to Broker acting as a dual agent for both buyer and seller with regard to that property.

In the event of dual agency, seller and buyer agree that: (a) Broker, without the prior written consent of the Buyer, will not disclose to seller that the Buyer is willing to pay a price greater than the offered price; (b) Broker, without the prior written consent of the seller, will not disclose to the buyer that seller is willing to sell property at a price less than the listing price; and (c) other than as set forth in (a) and (b) above, a dual agent is obligated to disclose known facts materially affecting the value or desirability of the property to both parties.

Offers not necessarily confidential: Buyer is advised that seller or listing agent may disclose the existence, terms, or conditions of buyer's offer unless all parties and their agent have signed a written confidentiality agreement. Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the listing agent's marketing strategy and the instructions of the seller.

Buyer and seller understand that Broker may represent more than one buyer or more than one seller and even both buyer and seller on the same transaction and consents to such relationships.

Seller and/or Buyer acknowledges reading and understanding this Possible Representation of More Than One Buyer or Seller - Disclosure and Consent and agrees to the agency possibilities disclosed.

Seller _____	<u>Isfahan Inc.</u>	Date <u>07/05/2017</u>
Seller _____		Date _____
Buyer _____	<u>The City of National City</u>	Date <u>7/11/17</u>
Buyer _____		Date _____
Real Estate Broker (Firm) <u>Premier Realty</u>	CalBRE Lic # <u>01425679</u>	Date <u>07/05/2017</u>
By _____	CalBRE Lic # <u>01350632</u>	Date <u>07/05/2017</u>
<u>Bob Nourani</u>		
Real Estate Broker (Firm) <u>Self represented</u>	CalBRE Lic # _____	Date _____
By _____	CalBRE Lic # _____	Date _____
<u>City of National City</u>		

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Reviewed by _____ Date _____



PRBS 11/14 (PAGE 1 OF 1)

POSSIBLE REPRESENTATION OF MORE THAN ONE BUYER OR SELLER (PRBS PAGE 1 OF 1)

Premier Realty, 1135 Garnet Ave. #15 San Diego, CA 92109
Robert Nourani

Phone: 858-490-0000 Fax: 619-233-3333
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The City of San



CALIFORNIA
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WIRE FRAUD ADVISORY

(C.A.R. Form WFA, 6/16)

Property Address: 420 W 21st Street, San Diego, CA 91950

(“Property”).

WIRE FRAUD ADVISORY:

The ability to communicate and conduct business electronically is a convenience and reality in nearly all parts of our lives. At the same time, it has provided hackers and scammers new opportunities for their criminal activity. Many businesses have been victimized and the real estate business is no exception.

While wiring funds is a welcome convenience, buyers and sellers need to exercise extreme caution. Emails attempting to induce fraudulent wire transfers have been received and have appeared to be legitimate. Reports indicate that some hackers have been able to intercept emailed wire transfer instructions, obtain account information and, by altering some of the data, redirect the funds to a different account. It also appears that some hackers were able to provide false phone numbers for verifying the wiring instructions. In those cases, the buyers called the number provided, to confirm the instructions, and then unwittingly authorized a transfer to somewhere other than escrow. Sellers have also had their sales proceeds taken through similar schemes.

ACCORDINGLY, BUYERS AND SELLERS ARE ADVISED:

1. Obtain the phone number of the Escrow Officer at the beginning of the transaction.
2. **DO NOT EVER WIRE FUNDS PRIOR TO CALLING YOUR ESCROW OFFICER TO CONFIRM WIRE INSTRUCTIONS. ONLY USE A PHONE NUMBER YOU WERE PROVIDED PREVIOUSLY. Do not use any different phone number included in the emailed wire transfer instructions.**
3. Orally confirm the wire transfer instruction is legitimate and confirm the bank routing number, account numbers and other codes before taking steps to transfer the funds.
4. Avoid sending personal information in emails or texts. Provide such information in person or over the telephone directly to the Escrow Officer.
5. Take steps to secure the system you are using with your email account. These steps include creating strong passwords, using secure WiFi, and not using free services.

If you believe you have received questionable or suspicious wire instructions, immediately notify your bank, the Escrow Holder and your real estate agent. The sources below, as well as others, can also provide information:

Federal Bureau of Investigation: <https://www.fbi.gov/>

National White Collar Crime Center: <http://www.nw3c.org/>

On Guard Online: <https://www.onguardonline.gov/>

By signing below, the undersigned acknowledge that each has read, understands and has received a copy of this Wire Fraud Advisory.

Buyer		<u>The City of National City</u>	Date	<u>7/11/17</u>
Buyer			Date	
Seller		<u>Isfahan Inc.</u>	Date	
Seller			Date	

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WFA 6/16 (PAGE 1 OF 1)

WIRE FRAUD ADVISORY (WFA PAGE 1 OF 1)

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RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form RPA-CA, Revised 12/15)

Date Prepared: 07/05/2017

1. OFFER:

- A. THIS IS AN OFFER FROM The City of National City ("Buyer").
 B. THE REAL PROPERTY to be acquired is 420 W 21st Street, San Diego, CA 91950, situated in
San Diego (City), San Diego (County), California, 91950 (Zip Code), Assessor's Parcel No. 559-125-1600 ("Property").
 C. THE PURCHASE PRICE offered is Three Hundred Fifty-Five Thousand Dollars \$ 355,000.00
 D. CLOSE OF ESCROW shall occur on ☒ August 4, 2017 (date) or ☐ _____ Days After Acceptance).
 E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a ☒ "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
 B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:
 Listing Agent Premier Realty (Print Firm Name) is the agent of (check one):
☒ the Seller exclusively; or ☐ both the Buyer and Seller.
 Selling Agent Self represented (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): ☐ the Buyer exclusively; or ☐ the Seller exclusively; or ☐ both the Buyer and Seller.
 C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a ☒ "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of _____ \$ 1,000.00
 (1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, ☐ cashier's check, ☐ personal check, ☐ other _____ within 3 business days after Acceptance (or _____);

OR (2) ☐ Buyer Deposit with Agent: Buyer has given the deposit by personal check (or _____) to the agent submitting the offer (or to _____), made payable to _____, The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or _____).
 Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

- B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of _____ \$ _____ within _____ Days After Acceptance (or _____).
 If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.

- C. ☒ ALL CASH OFFER: No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or ☐ Buyer shall, within 3 (or _____) Days After Acceptance, Deliver to Seller such verification.

D. LOAN(S):

- (1) FIRST LOAN: in the amount of _____ \$ _____
 This loan will be conventional financing or ☐ FHA, ☐ VA, ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ Other _____. This loan shall be at a fixed rate not to exceed _____ % or, ☐ an adjustable rate loan with initial rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.
 (2) ☐ SECOND LOAN in the amount of _____ \$ _____
 This loan will be conventional financing or ☐ Seller financing (C.A.R. Form SFA), ☐ assumed financing (C.A.R. Form AFA), ☐ Other _____. This loan shall be at a fixed rate not to exceed _____ % or, ☐ an adjustable rate loan with initial rate not to exceed _____ %. Regardless of the type of loan, Buyer shall pay points not to exceed _____ % of the loan amount.
 (3) FHAVA: For any FHA or VA loan specified in 3D(1), Buyer has 17 (or _____) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHAVA amendatory clause (C.A.R. Form FVAC) shall be a part of this Agreement.

E. ADDITIONAL FINANCING TERMS:

- F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of _____ \$ 354,000.00
 to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
 G. PURCHASE PRICE (TOTAL): _____ \$ 355,000.00

Buyer's Initials (RS) (_____)
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Seller's Initials (_____) (_____)



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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 1 OF 10)

Premier Realty, 1135 Garnet Ave. #15 San Diego, CA 92109
 Robert Nourani

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Phone: 858-490-0000

Fax: 619-233-3333

The City of San

Property Address: **420 W 21st Street, San Diego, CA 91950**Date: **July 5, 2017**

- H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or ____) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. (☐ Verification attached.)
- I. APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (or ☐ is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 14B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or ____) Days After Acceptance.
- J. LOAN TERMS:**
- (1) **LOAN APPLICATIONS:** Within 3 (or ____) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (☐ Letter attached.)
- (2) **LOAN CONTINGENCY:** Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.
- (3) **LOAN CONTINGENCY REMOVAL:**
Within 21 (or ____) Days After Acceptance, Buyer shall, as specified in paragraph 14, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
- (4) ☐ **NO LOAN CONTINGENCY:** Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
- (5) **LENDER LIMITS ON BUYER CREDITS:** Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.
- K. BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
- 4. SALE OF BUYER'S PROPERTY:**
- A.** This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.
- OR B.** ☐ This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).
- 5. ADDENDA AND ADVISORIES:**
- A. ADDENDA:**
- | | |
|---|--|
| <input type="checkbox"/> Addendum # | (C.A.R. Form ADM) |
| <input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO) | <input type="checkbox"/> Court Confirmation Addendum (C.A.R. Form CCA) |
| <input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI) | |
| <input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA) | <input type="checkbox"/> Other |
- B. BUYER AND SELLER ADVISORIES:**
- | |
|--|
| <input checked="" type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA) |
| <input type="checkbox"/> Probate Advisory (C.A.R. Form PA) |
| <input checked="" type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) |
| <input type="checkbox"/> Trust Advisory (C.A.R. Form TA) |
| <input type="checkbox"/> REO Advisory (C.A.R. Form REO) |
| <input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSIA) |
| <input type="checkbox"/> Other |
- 6. OTHER TERMS:** The subject property is sold AS IS with no warranty, no guarantee or repair from the seller. The close of escrow is contingent upon the approval of this contract by the City Council of the City of National City.

7. ALLOCATION OF COSTS

A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless otherwise agreed in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.

- (1) ☐ Buyer ☒ Seller shall pay for a natural hazard zone disclosure report, including tax ☒ environmental ☐ Other: _____ prepared by Buyer's Choice
- (2) ☐ Buyer ☐ Seller shall pay for the following Report _____ prepared by _____
- (3) ☐ Buyer ☐ Seller shall pay for the following Report _____ prepared by _____

Buyer's Initials (*JS*) (_____)

Seller's Initials (_____) (_____)

RPA-CA REVISED 12/15 (PAGE 2 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 2 OF 10)

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The City of San



Property Address: **420 W 21st Street, San Diego, CA 91950**Date: **July 5, 2017****B. GOVERNMENT REQUIREMENTS AND RETROFIT:**

- (1) ☐ Buyer ☒ Seller shall pay for smoke alarm and carbon monoxide device installation and water heater bracing, if required by Law. Prior to Close Of Escrow ("COE"), Seller shall provide Buyer written statement(s) of compliance in accordance with state and local Law, unless Seller is exempt.
- (2) (i) ☐ Buyer ☐ Seller shall pay the cost of compliance with any other minimum mandatory government inspections and reports if required as a condition of closing escrow under any Law.
- (ii) ☐ Buyer ☐ Seller shall pay the cost of compliance with any other minimum mandatory government retrofit standards required as a condition of closing escrow under any Law, whether the work is required to be completed before or after COE.
- (iii) Buyer shall be provided, within the time specified in paragraph 14A, a copy of any required government conducted or point-of-sale inspection report prepared pursuant to this Agreement or in anticipation of this sale of the Property.

C. ESCROW AND TITLE:

- (1) (a) ☒ Buyer ☒ Seller shall pay escrow fee 50/50.
- (b) Escrow Holder shall be Escrow Concepts.
- (c) The Parties shall, within 5 (or) Days After receipt, sign and return Escrow Holder's general provisions.
- (2) (a) ☐ Buyer ☒ Seller shall pay for owner's title insurance policy specified in paragraph 13E .
- (b) Owner's title policy to be issued by Stewart Title.
- (Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

D. OTHER COSTS:

- (1) ☐ Buyer ☒ Seller shall pay County transfer tax or fee .
- (2) ☐ Buyer ☒ Seller shall pay City transfer tax or fee .
- (3) ☐ Buyer ☐ Seller shall pay Homeowners' Association ("HOA") transfer fee .
- (4) Seller shall pay HOA fees for preparing documents required to be delivered by Civil Code §4525.
- (5) ☐ Buyer ☐ Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
- (6) Buyer to pay for any HOA certification fee.
- (7) ☐ Buyer ☒ Seller shall pay for any private transfer fee if any.
- (8) ☐ Buyer ☐ Seller shall pay for .
- (9) ☐ Buyer ☐ Seller shall pay for .
- (10) ☐ Buyer ☐ Seller shall pay for the cost, not to exceed \$, of a standard (or ☐ upgraded) one-year home warranty plan, issued by , with the following optional coverages: ☐ Air Conditioner ☐ Pool/Spa ☐ Other: .
- Buyer is informed that home warranty plans have many optional coverages in addition to those listed above. Buyer is advised to investigate these coverages to determine those that may be suitable for Buyer.

OR ☒ Buyer waives the purchase of a home warranty plan. Nothing in this paragraph precludes Buyer's purchasing a home warranty plan during the term of this Agreement.

8. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in paragraph 8 B or C.

B. ITEMS INCLUDED IN SALE: Except as otherwise specified or disclosed,

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) EXISTING electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fans, fireplace inserts, gas logs and grates, solar power systems, built-in appliances, window and door screens, awnings, shutters, window coverings, attached floor coverings, television antennas, satellite dishes, air coolers/conditioners, pool/spa equipment, garage door openers/remote controls, mailbox, in-ground landscaping, trees/shrubs, water features and fountains, water softeners, water purifiers, security systems/alarms and the following if checked: ☒ all stove(s), except ; ☒ all refrigerator(s) except ; ☐ all washer(s) and dryer(s), except ;
- (3) The following additional items: ;
- (4) Existing integrated phone and home automation systems, including necessary components such as intranet and Internet-connected hardware or devices, control units (other than non-dedicated mobile devices, electronics and computers) and applicable software, permissions, passwords, codes and access information, are (☐ are NOT) included in the sale.
- (5) **LEASED OR LIENED ITEMS AND SYSTEMS:** Seller shall, within the time specified in paragraph 14A, (i) disclose to Buyer if any item or system specified in paragraph 8B or otherwise included in the sale is leased, or not owned by Seller, or specifically subject to a lien or other encumbrance, and (ii) Deliver to Buyer all written materials (such as lease, warranty, etc.) concerning any such item. Buyer's ability to assume any such lease, or willingness to accept the Property subject to any such lien or encumbrance, is a contingency in favor of Buyer and Seller as specified in paragraph 14B and C.
- (6) Seller represents that all items included in the purchase price, unless otherwise specified, (i) are owned by Seller and shall be transferred free and clear of liens and encumbrances, except the items and systems identified pursuant to 8B(5) and , and (ii) are transferred without Seller warranty regardless of value.

C. ITEMS EXCLUDED FROM SALE: Unless otherwise specified, the following items are excluded from sale: (i) audio and video components (such as flat screen TVs, speakers and other items) if any such item is not itself attached to the Property, even if a bracket or other mechanism attached to the component or item is attached to the Property; (ii) furniture and other items secured to the Property for earthquake purposes; and (iii) .

 . Brackets attached to walls, floors or ceilings for any such component, furniture or item shall remain with the Property (or ☐ will be removed and holes or other damage shall be repaired, but not painted).

Buyer's Initials () ()Seller's Initials () ()

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CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 3 OF 10)

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The City of San



Property Address: **420 W 21st Street, San Diego, CA 91950**Date: **July 5, 2017****9. CLOSING AND POSSESSION:**

- A. Buyer intends (or ☐ does not intend) to occupy the Property as Buyer's primary residence.
- B. **Seller-occupied or vacant property:** Possession shall be delivered to Buyer: (i) at 6 PM or (☐ AM/ ☐ PM) on the date of Close Of Escrow; (ii) ☐ no later than ☐ calendar days after Close Of Escrow; or (iii) ☐ at ☐ AM/ ☐ PM on ☐.
- C. **Seller remaining in possession After Close Of Escrow:** If Seller has the right to remain in possession after Close Of Escrow, (i) the Parties are advised to sign a separate occupancy agreement such as ☐ C.A.R. Form SIP, for Seller continued occupancy of less than 30 days, ☐ C.A.R. Form RLAS for Seller continued occupancy of 30 days or more; and (ii) the Parties are advised to consult with their insurance and legal advisors for information about liability and damage or injury to persons and personal and real property; and (iii) Buyer is advised to consult with Buyer's lender about the impact of Seller's occupancy on Buyer's loan.
- D. **Tenant-occupied property:** Property shall be vacant at least 5 (or ☐) Days Prior to Close Of Escrow, unless otherwise agreed in writing. **Note to Seller:** If you are unable to deliver Property vacant in accordance with rent control and other applicable Law, you may be in breach of this Agreement.

OR ☐ **Tenant to remain in possession (C.A.R. Form TIP).**

- E. At Close Of Escrow: Seller assigns to Buyer any assignable warranty rights for items included in the sale; and Seller shall Deliver to Buyer available Copies of any such warranties. Brokers cannot and will not determine the assignability of any warranties.
- F. At Close Of Escrow, unless otherwise agreed in writing, Seller shall provide keys, passwords, codes and/or means to operate all locks, mailboxes, security systems, alarms, home automation systems and intranet and Internet-connected devices included in the purchase price, and garage door openers. If the Property is a condominium or located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

10. STATUTORY AND OTHER DISCLOSURES (INCLUDING LEAD-BASED PAINT HAZARD DISCLOSURES) AND CANCELLATION RIGHTS:

- A. (1) Seller shall, within the time specified in paragraph 14A, Deliver to Buyer: (i) if required by Law, a fully completed: Federal Lead-Based Paint Disclosures (C.A.R. Form FLD) and pamphlet ("Lead Disclosures"); and (ii) unless exempt, fully completed disclosures or notices required by sections 1102 et. seq. and 1103 et. seq. of the Civil Code ("Statutory Disclosures"). Statutory Disclosures include, but are not limited to, a Real Estate Transfer Disclosure Statement ("TDS"), Natural Hazard Disclosure Statement ("NHD"), notice or actual knowledge of release of illegal controlled substance, notice of special tax and/or assessments (or, if allowed, substantially equivalent notice regarding the Mello-Roos Community Facilities Act of 1982 and Improvement Bond Act of 1915) and, if Seller has actual knowledge, of industrial use and military ordnance location (C.A.R. Form SPQ or ESD).
- (2) Any Statutory Disclosure required by this paragraph is considered fully completed if Seller has answered all questions and completed and signed the Seller section(s) and the Listing Agent, if any, has completed and signed the Listing Broker section(s), or, if applicable, an Agent Visual Inspection Disclosure (C.A.R. Form AVID). Nothing stated herein relieves a Buyer's Broker, if any, from the obligation to (i) conduct a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose, on Section IV of the TDS, or an AVID, material facts affecting the value or desirability of the Property that were or should have been revealed by such an inspection or (ii) complete any sections on all disclosures required to be completed by Buyer's Broker.
- (3) **Note to Buyer and Seller:** Waiver of Statutory and Lead Disclosures is prohibited by Law.
- (4) Within the time specified in paragraph 14A, (i) Seller, unless exempt from the obligation to provide a TDS, shall, complete and provide Buyer with a Seller Property Questionnaire (C.A.R. Form SPQ); (ii) if Seller is not required to provide a TDS, Seller shall complete and provide Buyer with an Exempt Seller Disclosure (C.A.R. Form ESD).
- (5) Buyer shall, within the time specified in paragraph 14B(1), return Signed Copies of the Statutory, Lead and other disclosures to Seller.
- (6) In the event Seller or Listing Broker, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. **However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies of which Buyer is otherwise aware, or which are disclosed in reports provided to or obtained by Buyer or ordered and paid for by Buyer.**
- (7) If any disclosure or notice specified in paragraph 10A(1), or subsequent or amended disclosure or notice is Delivered to Buyer after the offer is Signed, Buyer shall have the right to cancel this Agreement within 3 Days After Delivery in person, or 5 Days After Delivery by deposit in the mail, by giving written notice of cancellation to Seller or Seller's agent.
- B. **NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS:** Within the time specified in paragraph 14A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet, and home energy rating pamphlet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.
- C. **WITHHOLDING TAXES:** Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).
- D. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)
- E. **NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.
- F. **CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**
- (1) **SELLER HAS:** 7 (or ☐) Days After Acceptance to disclose to Buyer if the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or ESD).

Buyer's Initials (☒) (☐)
RPA-CA REVISED 12/15 (PAGE 4 OF 10)Seller's Initials (☐) (☐)

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(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has 3 (or ____) Days After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). (vi) private transfer fees; (vii) Pet fee restrictions; and (viii) smoking restrictions. Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 14B(3). The Party specified in paragraph 7, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

11. CONDITION OF PROPERTY: Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.

- A. Seller shall, within the time specified in paragraph 14A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
- B. Buyer has the right to conduct Buyer Investigations of the Property and, as specified in paragraph 14B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
- C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property Improvements may not be built according to code, in compliance with current Law, or have had permits issued.

12. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:

- A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B. Within the time specified in paragraph 14B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to: (i) a general physical inspection; (ii) an inspection specifically for wood destroying pests and organisms. Any inspection for wood destroying pests and organisms shall be prepared by a registered Structural Pest Control company; shall cover the main building and attached structures; may cover detached structures; shall NOT include water tests of shower pans on upper level units unless the owners of property below the shower consent; shall NOT include roof coverings; and, if the Property is a unit in a condominium or other common interest subdivision, the inspection shall include only the separate interest and any exclusive-use areas being transferred, and shall NOT include common areas; and shall include a report ("Pest Control Report") showing the findings of the company which shall be separated into sections for evident infestation or infections (Section 1) and for conditions likely to lead to infestation or infection (Section 2); (iii) inspect for lead-based paint and other lead-based paint hazards; (iv) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA); (v) review the registered sex offender database; (vi) confirm the insurability of Buyer and the Property including the availability and cost of flood and fire insurance; and (vii) review and seek approval of leases that may need to be assumed by Buyer. Without Seller's prior written consent, Buyer shall neither make nor cause to be made: invasive or destructive Buyer Investigations, except for minimally invasive testing required to prepare a Pest Control Report; or inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 14B, complete Buyer Investigations and either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all such Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. Seller shall have water, gas, electricity and all operable pilot lights on for Buyer's Investigations and through the date possession is made available to Buyer.
- D. Buyer indemnity and seller protection for entry upon property: Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-Responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination of this Agreement.

13. TITLE AND VESTING:

- A. Within the time specified in paragraph 14, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 14B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 14A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.

Buyer's Initials () ()
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Seller's Initials () ()



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- E. Buyer shall receive a CLTA/ALTA "Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. If not, Escrow Holder shall notify Buyer. A title company can provide information about the availability, coverage, and cost of other title policies and endorsements. If the Homeowner's Policy is not available, Buyer shall choose another policy, instruct Escrow Holder in writing and shall pay any increase in cost.
14. **TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
- A. **SELLER HAS: 7 (or ____) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 5, 6, 7, 8B(5), 10A, B, C, and F, 11A and 13A.** If, by the time specified, Seller has not Delivered any such item, Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement.
- B. (1) **BUYER HAS: 17 (or ____) Days After Acceptance, unless otherwise agreed in writing, to: (i) complete all Buyer Investigations; review all disclosures, reports, lease documents to be assumed by Buyer pursuant to paragraph 8B(5), and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory and Lead Disclosures and other disclosures Delivered by Seller in accordance with paragraph 10A.**
- (2) Within the time specified in paragraph 14B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.
- (3) By the end of the time specified in paragraph 14B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 14A, then Buyer has 5 (or ____) Days After Delivery of any such items, or the time specified in paragraph 14B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
- (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 14B(1) and before Seller cancels, if at all, pursuant to paragraph 14D, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 14D(1).
- (5) **Access to Property:** Buyer shall have access to the Property to conduct inspections and investigations for 17 (or ____) Days After Acceptance, whether or not any part of the Buyer's Investigation Contingency has been waived or removed.
- C. ☐ **REMOVAL OF CONTINGENCIES WITH OFFER:** Buyer removes the contingencies specified in the attached Contingency Removal form (C.A.R. Form CR). If Buyer removes any contingency without an adequate understanding of the Property's condition or Buyer's ability to purchase, Buyer is acting against the advice of Broker.
- D. **SELLER RIGHT TO CANCEL:**
- (1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- (2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A, or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification, or a satisfactory verification if Seller reasonably disapproves of the verification already provided, as required by paragraph 3C or 3H; (v) In writing assume or accept leases or liens specified in 8B5; (vi) Return Statutory and Lead Disclosures as required by paragraph 10A(5); or (vii) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 21B; or (viii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- E. **NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2 (or ____) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 14.
- F. **EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- G. **CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 (or ____) Days After Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days Prior to the scheduled close of escrow.
- H. **EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit. (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).

Buyer's Initials (JD) ()
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Seller's Initials () ()



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- 15. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within 5 (or ☐) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 11; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 16. REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 17. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). **TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER.** Prorations shall be made based on a 30-day month.
- 18. BROKERS:**
- A. COMPENSATION:** Seller or Buyer, or both, as applicable, agree to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.
- 19. REPRESENTATIVE CAPACITY:** If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 31 or 32 and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).
- 20. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**
- A.** The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5A, 6, 7, 10C, 13, 14G, 17, 18A, 19, 20, 26, 29, 30, 31, 32 and paragraph D of the section titled Real Estate Brokers on page 10. If a Copy of the separate compensation agreement(s) provided for in paragraph 18A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 7C(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or ☐) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 7, 10 or elsewhere in this Agreement.
- B.** A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or ☐). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 10C, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.

Buyer's Initials () (☐)
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- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 18A and paragraph D of the section titled Real Estate Brokers on page 10. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 18A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit or down payment is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.
- E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

21. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

- A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.
- B. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. If the Property is a dwelling with no more than four units, one of which Buyer intends to occupy, then the amount retained shall be no more than 3% of the purchase price. Any excess shall be returned to Buyer. Except as provided in paragraph 14H, release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT THE TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R. FORM RID).**

Buyer's Initials AB / _____

Seller's Initials _____ / _____

22. DISPUTE RESOLUTION:

- A. **MEDIATION:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Real Estate Mediation Center for Consumers (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.** Exclusions from this mediation agreement are specified in paragraph 22C.

B. ARBITRATION OF DISPUTES:

The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 22C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials AB / _____

Seller's Initials _____ / _____

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

- (1) **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

Buyer's Initials (AB) (_____)

Seller's Initials (_____) (_____)

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The City of San

Property Address: 420 W 21st Street, San Diego, CA 91950Date: July 5, 2017

- (2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.
- (3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to this Agreement.
23. **SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.
24. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
25. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorney fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 22A.
26. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the separate written consent of Seller to a specified assignee. Such consent shall not be unreasonably withheld. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller. (C.A.R. Form AOAA).
27. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
28. **TERMS AND CONDITIONS OF OFFER:**
This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counter offer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. The Parties have read and acknowledge receipt of a Copy of the offer and agree to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
29. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.
30. **DEFINITIONS:** As used in this Agreement:
- A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
 - B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
 - C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
 - D. "Close Of Escrow", including "COE", means the date the grant deed, or other evidence of transfer of title, is recorded.
 - E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
 - F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
 - G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
 - H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
 - I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 10, regardless of the method used (i.e., messenger, mail, email, fax, other).
 - J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
31. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by _____, who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by ☐ _____ ☐ AM/ ☐ PM, on _____ (date)).

☐ One or more Buyers is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD-B) for additional terms.

Date 7/4/17 BUYER _____
(Print name) The City of National City
Date _____ BUYER _____
(Print name) _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA).

Seller's Initials (_____) (_____)

RPA-CA REVISED 12/15 (PAGE 9 OF 10)

CALIFORNIA RESIDENTIAL PURCHASE AGREEMENT (RPA-CA PAGE 9 OF 10)

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The City of San



BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 11/14)

Property Address: **420 W 21st Street, San Diego, CA 91950**

("Property").

1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

- A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
- B. SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
- C. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
- D. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
- E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
- F. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
- G. EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
- H. FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
- I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
- J. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
- K. SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
- L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer


The City of National City

Buyer

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BIA REVISED 11/14 (PAGE 1 OF 1)

Reviewed by _____ Date _____



BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)

Premier Realty, 1135 Garnet Ave. #15 San Diego, CA 92109
Robert Nourani

Phone: 858-490-0000 Fax: 619-233-3333
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The City of San



Paradise Creek Development Site

ORDER INFORMATION

CLIENT

NAME

INSTRUCTIONS/CONTACTS

COMMENTS

General

File No.: 17-216

Loan Type:

Case No:

Job Type:

Client File No.:

Property Type:

Tracking No.:

Form Type:

Filename: C:\Program Files\ACI32\REPORTS\17-216.aci

Property Information

Address: 420 W 21st St

City: National City

County: San Diego

St: CA

Zip: 91950-6513

Location:

Map No: 1309 H3

Census: 0219.00

Legal: Lot 21 & 22 Blk 150 Tr 348

Sale Price:

☐ Refinance

Loan Amt.:

Date of Sale:

Rooms: 4

Bedrooms: 2

Baths: 1.00

Appraised Value: \$355,000

Borrower First: Isfahan

Last: Inc

Owner: Sdc LLC

Status:

Dates

Ordered:

Due:

Assigned:

Inspected: 07/04/2017

Reviewed:

Signed: 07/04/2017

Fax/EDI:

Delivered:

Invoiced:

User Defined:

Cancelled:

Paid:

Client Information

☒ Ordered By

☐ Bill To

☐ Send To

Client: N/A

Branch:

Address: N/A

City: N/A

State: CA

Zip: 91910

Phone:

Fax:

Contact: N/A

Misc:

Client Information

☐ Bill To

☐ Send To

Client:

Branch:

Address:

City:

State:

Zip:

Phone:

Fax:

Contact:

Misc:

Billing Information

Invoice No.:

Fee:

Tax:

Total Amount:

Payment 1:

Check #: Date:

Payment 2:

Check #: Date:

Due:

Appraiser/Broker Information

Name: Stephen W. Hancock

Supervisor:

Cert #: AR026240

State:

Cert #:

State:

License #:

State:

License #:

State:

Exp. Date: 10/13/2018

Exp. Date:

Primary Contact Information

Primary Contact:

Home Phone:

Best time to call:

Work Phone:

Secondary Contact Information

Secondary Contact:

Home Phone:

Best time to call:

Work Phone:

Special Instructions

Comments

Hancock Appraisal Company
619-886-8995

File No. 17-216

APPRAISAL OF



LOCATED AT:

420 W 21st St
National City, CA 91950-6513

FOR:

N/A
N/A
N/A

BORROWER:

Isfahan Inc

AS OF:

July 4, 2017

BY:

Stephen W. Hancock

N/A
N/A
N/A
N/A

File Number: 17-216

In accordance with your request, I have appraised the real property at:

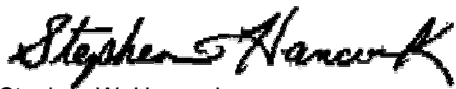
420 W 21st St
National City, CA 91950-6513

The purpose of this appraisal is to develop an opinion of the market value of the subject property, as improved.
The property rights appraised are the fee simple interest in the site and improvements.

In my opinion, the market value of the property as of July 4, 2017 is:

\$355,000
Three Hundred Fifty-Five Thousand Dollars

The attached report contains the description, analysis and supportive data for the conclusions,
final opinion of value, descriptive photographs, limiting conditions and appropriate certifications.



Stephen W. Hancock

Uniform Residential Appraisal Report

File No. 17-216

SALES COMPARISON APPROACH

There are 11 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 299,000 to \$ 435,000 .

There are 35 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 202,000 to \$ 410,000 .

FEATURE	SUBJECT	COMPARABLE SALE NO. 1		COMPARABLE SALE NO. 2		COMPARABLE SALE NO. 3	
420 W 21st St		1838 Wilson Ave		1726 Harding Ave		516 E 24th St	
Address	National City, CA 91950-6513	National City, CA 91950		National City, CA 91950		National City, CA 91950	
Proximity to Subject		0.17 miles NW		0.23 miles NW		0.64 miles NE	
Sale Price	\$		\$ 341,000		\$ 310,000		\$ 360,000
Sale Price/Gross Liv. Area	\$ 0.00 sq. ft.	\$ 498.54 sq. ft.		\$ 442.86 sq. ft.		\$ 400.00 sq. ft.	
Data Source(s)		Sandicor#170010796;DOM 30		Sandicor#160058098;DOM 49		Sandicor#160029209;DOM 27	
Verification Source(s)		Doc#185406/ Public Records		Doc #85810/Public Records		Doc #391202/Public Records	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment
Sale or Financing Concessions		ArmLth VA;0		ArmLth FHA;2000		ArmLth SHRDEQ;0	
Date of Sale/Time		s04/17;c04/17		s02/17;c12/16		s08/16;c06/16	
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Site	5835 sf	2915 sf +10,000		2741 sf +10,000		6328 sf 0	
View	N;Res;	N;Res;		N;Res;		N;Res;	
Design (Style)	DT1;Ranch	DT1;Ranch		DT1;Ranch		DT1;Ranch	
Quality of Construction	Q3	Q3		Q3		Q3	
Actual Age	97	70 0		104 0		69 0	
Condition	C2	C2		C3 +25,000		C2	
Above Grade	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths	
Room Count	4 2 1.0	4 2 1.0		4 2 1.0		4 2 1.0	
Gross Living Area	50 825 sq. ft.	684 sq. ft. 7,100		700 sq. ft. 6,300		900 sq. ft. -3,800	
Basement & Finished Rooms Below Grade	0sf	0sf		0sf		0sf	
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	FWA none	FWA none		FWA none		FWA none	
Energy Efficient Items	Ins Windows	Ins Windows		Ins Windows		Ins Windows	
Garage/Carport	2dw	2dw		2dw		2dw	
Porch/Patio/Deck	Stoop/Patio	Stoop/Patio		Stoop/Patio		Stoop/Patio	
Fireplace	0 F/P	0 F/P		0 F/P		0 F/P	
Fence /Spk Sys	Fence	Fence		Fence		Fence	
Pool/Guest House	None	None		None		None	
Net Adjustment (Total)		[X] + [] -	\$ 17,100	[X] + [] -	\$ 41,300	[] + [X] -	\$ 3,800
Adjusted Sale Price of Comparables		Net Adj. 5.0% %		Net Adj. 13.3% %		Net Adj. -1.1% %	
		Gross Adj. 5.0% %	\$ 358,100	Gross Adj. 13.3% %	\$ 351,300	Gross Adj. 1.1% %	\$ 356,200

I [X] did [] did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research [X] did [] did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data source(s) Public Records

My research [X] did [] did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data source(s) Public Records

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3
Date of Prior Sale/Transfer	02/29/2016	08/26/2016		01/27/2016
Price of Prior Sale/Transfer	182000	207500		270000
Data Source(s)	County Records	County Records	County Records	County Records
Effective Date of Data Source(s)	07/04/2017	07/04/2017	07/04/2017	07/04/2017

Analysis of prior sale or transfer history of the subject property and comparable sales Subject also transferred on 11/20/2015 for \$160,500.No other sales history was found on the subject property in the last 36 months.Since the last date of sale the subject property has been totally renovated \$79,000 in updates.

Summary of Sales Comparison Approach. All but one comparables used in this report are very similar in condition and considered to be the best closed sales available..The comparables used are similar in room count, quality, condition, and overall appeal. Consideration given to all three comparables in making my opinion of value.. All adjustments were necessary to reflect market trends and not adverse.All adjustments were based on paired sales analysis.Adjustments for lot size was necessary to reflect market trends.

Indicated Value by Sales Comparison Approach \$ 355,000

Indicated Value by: Sales Comparison Approach \$355,000 Cost Approach (if developed) \$ 346,900 Income Approach (if developed) \$ 0

The Sales Comparison Approach is regarded as the most accurate means of estimating Market Value of Residential Real Estate. The Cost Approach lends good support to the Final Value Conclusion. The Income Approach was not used for this report.

This appraisal is made [X] "as is," [] subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, [] subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or [] subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair: No repairs are required

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 355,000 as of 07/04/2017 , which is the date of inspection and the effective date of this appraisal.

Freddie Mac Form 70 March 2005

UAD Version 9/2011

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Fannie Mae Form 1004 March 2005
1004_05UAD 12182015

Hancock Appraisal Company

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Uniform Residential Appraisal Report

File No. 17-216

ADDITIONAL COMMENTS

Search criteria for this report included houses located in the 91950 zip code that have 2 bedrooms with 1+ baths .

COST APPROACH

COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) Land extraction

ESTIMATED ☐ REPRODUCTION OR ☒ REPLACEMENT COST NEW

OPINION OF SITE VALUE = \$ 235,000

Source of cost data Marshall & Swift

Dwelling 825 Sq. Ft. @ \$ 135.00 = \$ 111,375

Quality rating from cost service Good Effective date of cost data 2017

Sq. Ft. @ \$ = \$ 0

Comments on Cost Approach (gross living area calculations, depreciation, etc.)

Porch/patio 7,500

Marshall and Swift (Cost Estimates) . It is Typical for land

Garage/Carport 0 Sq. Ft. @ \$ 25.00 = \$ 0

value to exceed the normal 30 % to overall value mandated by

Total Estimate of Cost-New = \$ 118,875

guidelines.

Less 70 Physical Functional External

Depreciation \$16,982 = \$ (16,982)

Depreciated Cost of Improvements = \$ 101,893

"As-is" Value of Site Improvements = \$ 10,000

Estimated Remaining Economic Life (HUD and VA only) 60 Years

INDICATED VALUE BY COST APPROACH = \$ 346,900

INCOME

INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach

Summary of Income Approach (including support for market rent and GRM)

PUD INFORMATION

PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)? ☐ Yes ☐ No Unit type(s) ☐ Detached ☐ Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal name of project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data source(s)

Was the project created by the conversion of an existing building(s) into a PUD? ☐ Yes ☐ No If Yes, date of conversion.

Does the project contain any multi-dwelling units? ☐ Yes ☐ No Data source(s)

Are the units, common elements, and recreation facilities complete? ☐ Yes ☐ No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association? ☐ Yes ☐ No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

Freddie Mac Form 70 March 2005

UAD Version 9/2011

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Fannie Mae Form 1004 March 2005
1004_05UAD 12182015

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Uniform Residential Appraisal Report

File No. 17-216

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Uniform Residential Appraisal Report

File No. 17-216

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

Uniform Residential Appraisal Report

File No. 17-216

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
24. If this appraisal report was transmitted as an “electronic record” containing my “electronic signature,” as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an “electronic record” containing my “electronic signature,” as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature Stephen W. Hancock
Name Stephen W. Hancock
Company Name Hancock Appraisal Company
Company Address 2358 University Avenue
San Diego, CA 92104
Telephone Number 619-886-8995
Email Address HancockS1974@gmail.com
Date of Signature and Report 07/04/2017
Effective Date of Appraisal 07/04/2017
State Certification # AR026240
or State License # _____
or Other (describe) _____ State # _____
State CA
Expiration Date of Certification or License 10/13/2018

ADDRESS OF PROPERTY APPRAISED
420 W 21st St
National City, CA 91950-6513

APPRAISED VALUE OF SUBJECT PROPERTY \$ 355,000

LENDER/CLIENT
Name N/A
Company Name N/A
Company Address N/A
N/A
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____

Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY
☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection _____
☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES
☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

Uniform Appraisal Dataset Definitions

File No. 17-216

Condition Ratings and Definitions

C1 The improvements have been very recently constructed and have not previously been occupied. The entire structure and all components are new and the dwelling features no physical depreciation.*

**Note: Newly constructed improvements that feature recycled materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100% new foundation and the recycled materials and the recycled components have been rehabilitated/re-manufactured into like-new condition. Recently constructed improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).*

C2 The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

**Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.*

C3 The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

**Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.*

C4 The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

**Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.*

C5 The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

**Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.*

C6 The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

**Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.*

Quality Ratings and Definitions

Q1 Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

Q2 Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.

Q3 Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

Q4 Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

Q5 Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

Q6 Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure.

Definitions of Not Updated, Updated, and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes. Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical /functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost. An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/ or expansion. A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

The number of full and half baths is reported by separating the two values by a period. The full bath is represented to the left of the period. The half bath count is represented to the right of the period. Three-quarter baths are to be counted as a full bath in all cases. Quarter baths (baths that feature only toilet) are not to be included in the bathroom count.

Market Conditions Addendum to the Appraisal Report

File No. 17-216

MARKET RESEARCH & ANALYSIS

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 420 W 21st St City National City State CA Zip Code 91950-6513
Borrower Isfahan Inc

Instructions: The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)	15	9	5	<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)	2.50	3.00	1.67	<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input checked="" type="checkbox"/> Declining
Total # of Comparable Active Listings			9	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Months of Housing Supply (Total Listings/Ab.Rate)			5.39	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Median Comparable Sale Price	326,000	350,000	341,000	<input checked="" type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Sales Days on Market	13	8	14	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Comparable List Price			341,000	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Median Comparable Listings Days on Market			13	<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Median Sale Price as % of List Price	102.00%	102.00%	100.00%	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining
Seller-(developer, builder, etc.)paid financial assistance prevalent? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				<input type="checkbox"/> Declining	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Increasing

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.).
It is typical for seller to play closing cost

Are foreclosure sales (REO sales) a factor in the market? ☐ Yes ☒ No If yes, explain (including the trends in listings and sales of foreclosed properties).

Cite data sources for above information. Data Points for this report was houses with 2 bedrooms and 1 baths and located in the 91950 zip code.

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.
Overall values have increased in the last 12 months. Supply and demand are in balance.


CONDO/CO-OP PROJECTS

If the subject is a unit in a condominium or cooperative project, complete the following:				Project Name:		
Subject Project Data	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	Overall Trend		
Total # of Comparable Sales (Settled)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Absorption Rate (Total Sales/Months)				<input type="checkbox"/> Increasing	<input type="checkbox"/> Stable	<input type="checkbox"/> Declining
Total # of Active Comparable Listings				<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Months of Unit Supply (Total Listings/Ab. Rate)				<input type="checkbox"/> Declining	<input type="checkbox"/> Stable	<input type="checkbox"/> Increasing
Are foreclosure sales (REO sales) a factor in the project? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.						

Summarize the above trends and address the impact on the subject unit and project.

APPRAISER

APPRAISER

Signature 
Name Stephen W. Hancock
Company Name Hancock Appraisal Company
Company Address 2358 University Avenue
San Diego, CA 92104
State License/Certification # AR026240 State CA
Email Address HancockS1974@gmail.com

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____
State License/Certification # _____ State _____
Email Address _____

SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: Isfahan Inc		File No.: 17-216	Attachment No. 3
Address: 420 W 21st St		Case No.:	
City: National City	St: CA	Zip: 91950-6513	Lender: N/A



FRONT VIEW OF
SUBJECT PROPERTY

Date: July 4, 2017
Appraised Value: \$ 355,000



REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: Isfahan Inc		File No.: 17-216	Attachment No. 3
Address: 420 W 21st St		Case No.:	
City: National City	St: CA	Zip: 91950-6513	Lender: N/A



COMPARABLE SALE #1

1838 Wilson Ave
National City, CA 91950
Sale Date: s04/17;c04/17
Sale Price: \$ 341,000



COMPARABLE SALE #2

1726 Harding Ave
National City, CA 91950
Sale Date: s02/17;c12/16
Sale Price: \$ 310,000



COMPARABLE SALE #3

516 E 24th St
National City, CA 91950
Sale Date: s08/16;c06/16
Sale Price: \$ 360,000

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: Isfahan Inc		File No.: 17-216	Attachment No. 3
Address: 420 W 21st St		Case No.:	
City: National City	St: CA	Zip: 91950-6513	Lender: N/A



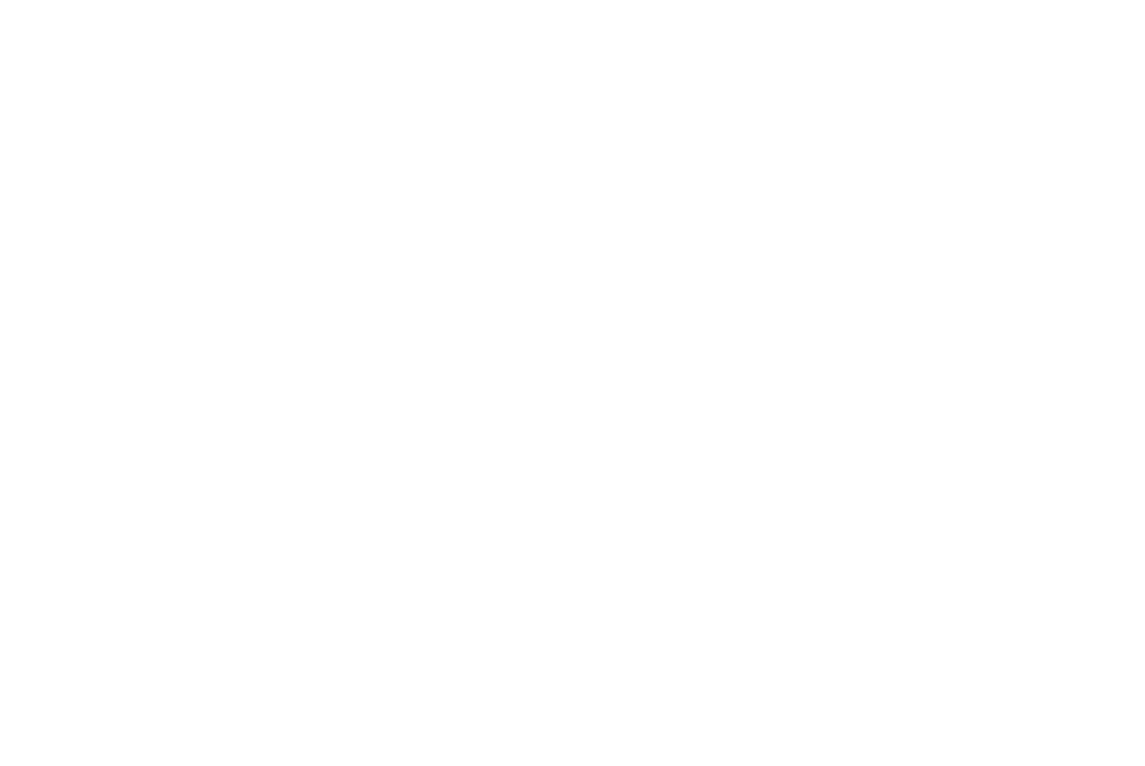
COMPARABLE SALE #4

2034 E Ave
National City, CA 91950
Sale Date: s05/17;c05/17
Sale Price: \$ 360,000



COMPARABLE SALE #5

425 E 16th St
National City, CA 91950
Sale Date: c05/17
Sale Price: \$ 395,000



COMPARABLE SALE #6

Sale Date:
Sale Price: \$



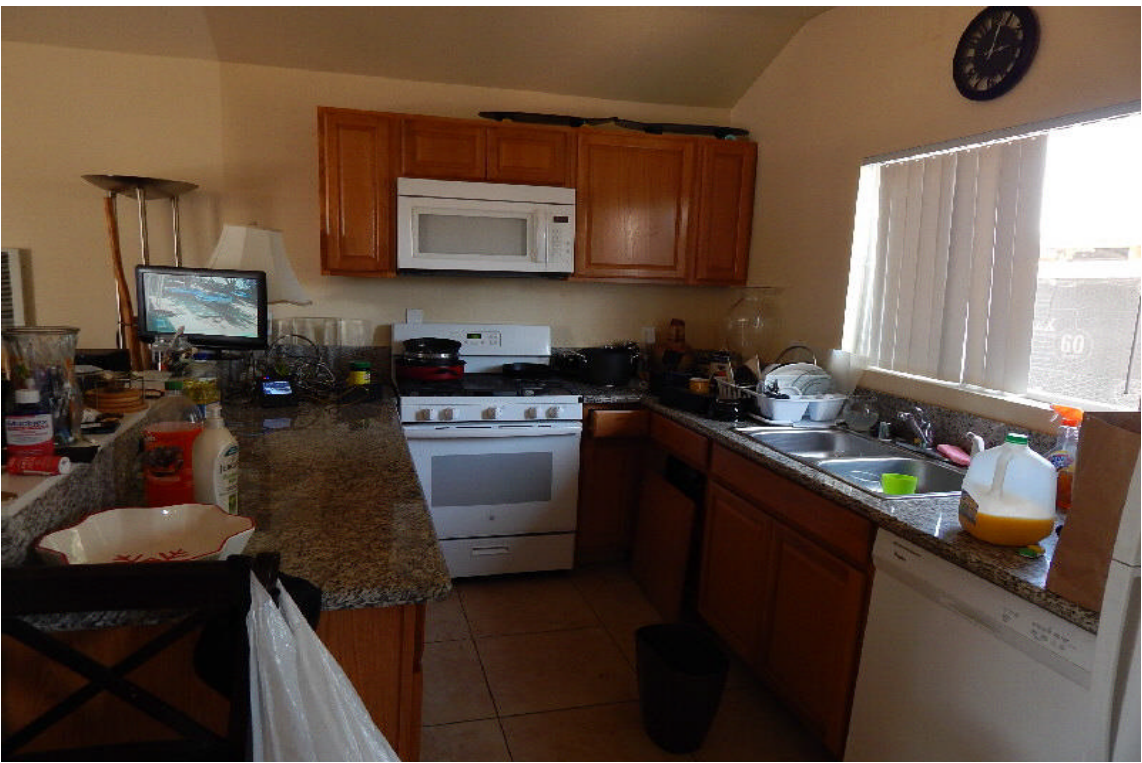
Side View



Side View



Living Room



Kitchen



Bedroom



Bedroom



Bath



Tankless Water Heater



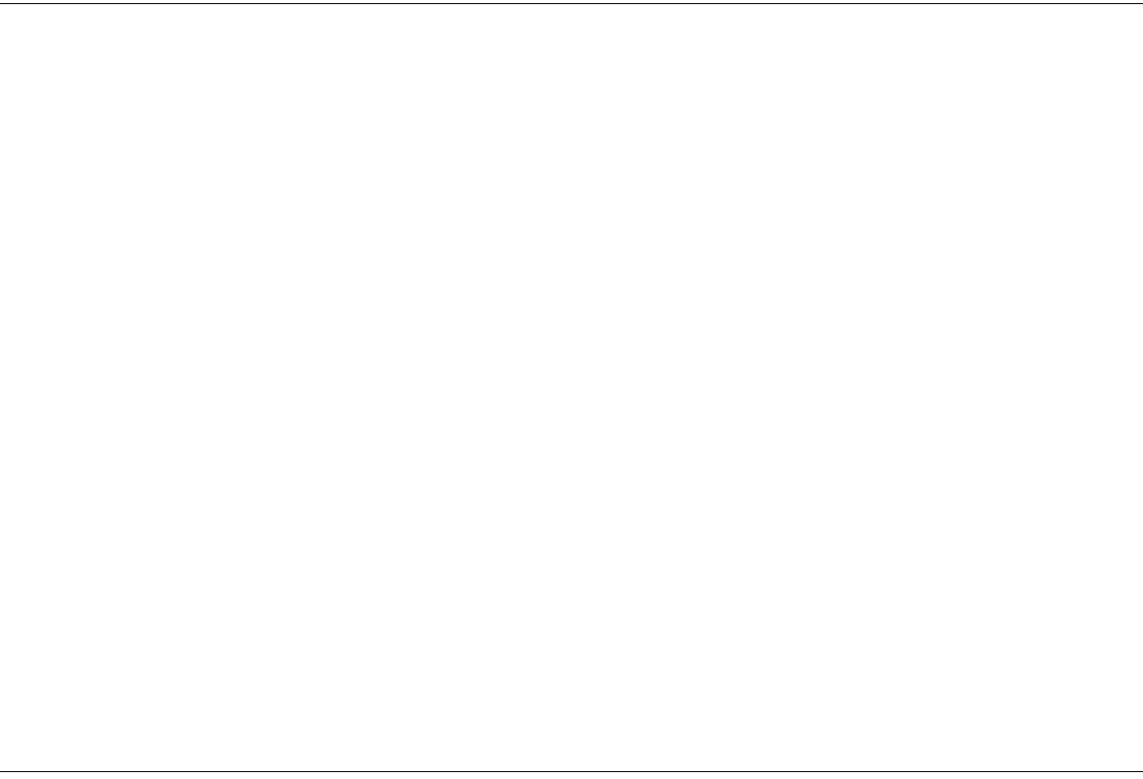
CO alarm & Smoke alarm



Crawl space

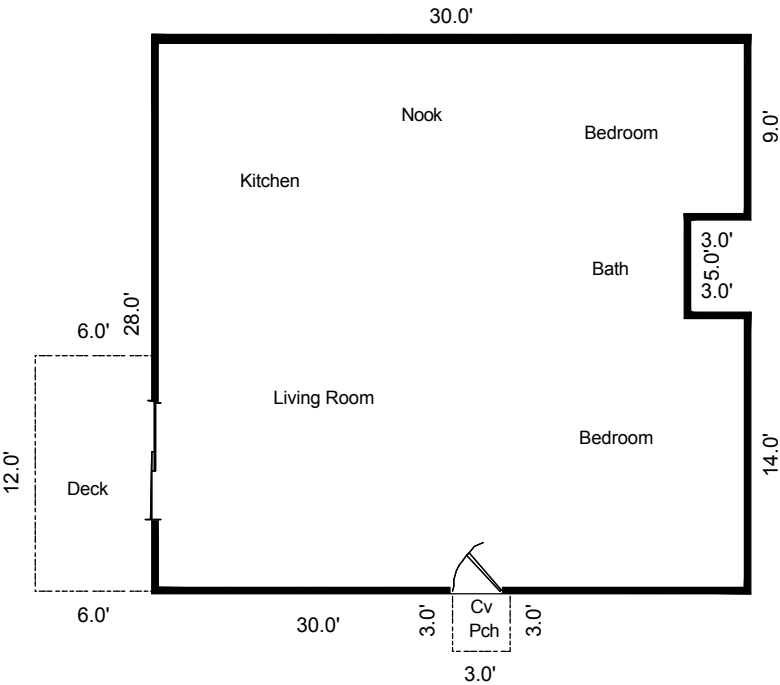


Storage building



FLOORPLAN SKETCH

Borrower: Isfahan Inc		File No.: 17-216	
Property Address: 420 W 21st St		Case No.:	
City: National City		State: CA	Zip: 91950-6513
Lender: N/A			



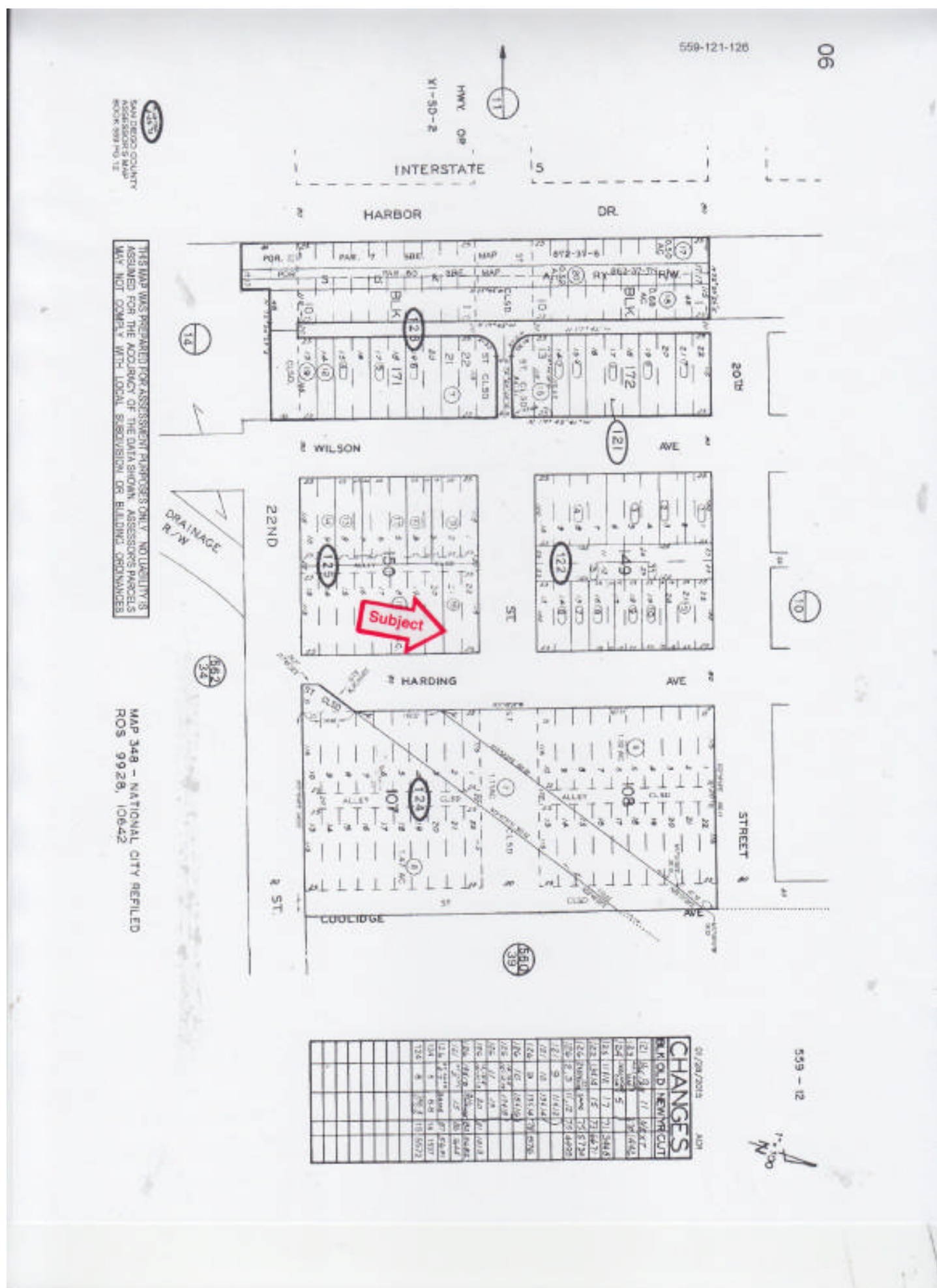
Sketch by Apex IV™

Comments:

AREA CALCULATIONS SUMMARY			
Code	Description	Size	Net Totals
GLA1	First Floor	825.00	825.00
P/P	Porch	9.00	
	deck	72.00	81.00
TOTAL LIVABLE (rounded)			825

LIVING AREA BREAKDOWN			
Breakdown			Subtotals
First Floor			
27.0	x	28.0	756.00
3.0	x	14.0	42.00
3.0	x	9.0	27.00
3 Calculations Total (rounded)			825

File No.: 17-216
Case No.:
Zip: 91950-6513



LOCATION MAP

Borrower: Isfahan Inc

File No.: 17-216

Property Address: 420 W 21st St

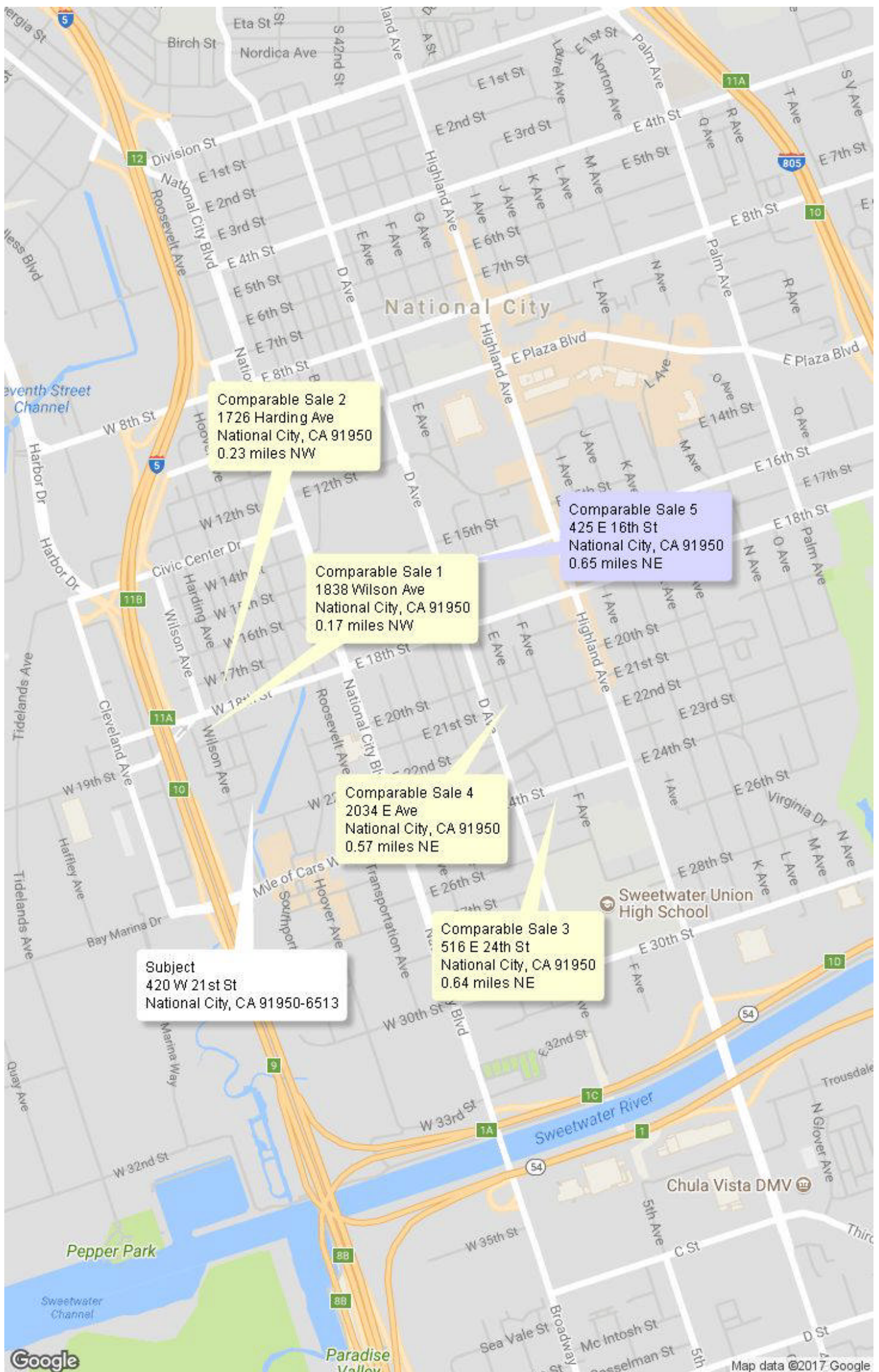
Case No.:

City: National City

State: CA

Zip: 91950-6513

Lender: N/A



Borrower: Isfahan Inc		File No.: 17-216
Property Address: 420 W 21st St		Case No.:
City: National City	State: CA	Zip: 91950-6513
Lender: N/A		



E and O

Borrower: Isfahan Inc	File No.: 17-216
Property Address: 420 W 21st St	Case No.:
City: National City	State: CA Zip: 91950-6513
Lender: N/A	

LEXINGTON INSURANCE COMPANY

WILMINGTON, DELAWARE

Administrative Offices - 99 High Street, Floor 23, Boston, Massachusetts 02110-23110

Certificate Number:

018394302-03

This Certificate forms a part of Master Policy Number:

018389876-03

Renewal of Master Policy Number :

018389876-02

YOUR RISK PURCHASING GROUP MASTER POLICY IS A CLAIMS MADE POLICY.
READ THE ATTACHED MASTER POLICY CAREFULLY

THE AMERICAN ACADEMY OF STATE CERTIFIED APPRAISERS

CERTIFICATE DECLARATIONS

1. Name and Address of Certificate Holder: Stephen W. Hancock d/b/a
Hancock Appraisal Company
2358 University Avenue
San Diego CA 92104
2. Certificate Period: Effective Date: 07/24/16 to Expiration Date: 07/24/17
12:01 a.m. Local Time at the Address of the Insured.
- 2a. Retroactive Date: 07/24/07
12:01 a.m. Local Time at the Address of the Insured.
3. Limit of Liability: \$ 1,000,000 each claim
\$ 1,000,000 aggregate limit
4. Deductible: \$2,500 each claim
5. Professional Covered Services Insured by this policy are: REAL ESTATE APPRAISAL SERVICES
6. Advance Certificate Holder Premium: \$ 802
7. Minimum Earned Premium: 25% or \$ 201

Forms and Endorsements:

PRG 3150 (10/05) Real Estate Appraisers Professional Liability Declarations, PRG 3512 (07/12) Real Estate Appraisers Professional Liability Coverage Form, PRG 2078 (03/16) Addendum to the Declarations, 89644 (6/13) Economic Sanctions Endorsement, 91222 (04/13) Policyholder Notice, 118477 (03/15) Policyholder Notice

Additional Endorsements applicable to this Certificate only:
None

Agency Name and Address:

INTERCORP, INC.
1438-F West Main Street
Ephrata, PA 17522-1345

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE CERTIFICATE HOLDER AGREES TO ALL TERMS AND CONDITIONS AS SET FORTH IN THE ATTACHED MASTER POLICY.

THIS POLICY IS ISSUED BY YOUR RISK PURCHASING GROUP INSURER WHICH MAY NOT BE SUBJECT TO ALL OF THE INSURANCE LAWS AND REGULATIONS OF YOUR STATE. STATE INSURANCE INSOLVENCY GUARANTY FUNDS ARE NOT AVAILABLE FOR YOUR RISK PURCHASING GROUP INSURER.

Allen D Barry IV

County: San Diego

Authorized Representative OR
Countersignature (in states where applicable)

PRG 3152 (10/05)

Date: July 19, 2016

USPAP ADDENDUM

Borrower: <u>Isfahan Inc</u>				
Property Address: <u>420 W 21st St</u>				
City: <u>National City</u>	County: <u>San Diego</u>	State: <u>CA</u>	Zip Code: <u>91950-6513</u>	
Lender: <u>N/A</u>				

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 90 days


Additional Certifications

☐ I have performed NO services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

☒ I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

Inspected on 05/11/2017

Additional Comments

APPRAISER:	SUPERVISORY APPRAISER (only if required):
Signature: <u></u>	Signature: _____
Name: <u>Stephen W. Hancock</u>	Name: _____
Date Signed: <u>07/04/2017</u>	Date Signed: _____
State Certification #: <u>AR026240</u>	State Certification #: _____
or State License #: _____	or State License #: _____
or Other (describe): _____ State #: _____	State: _____
State: <u>CA</u>	Expiration Date of Certification or License: _____
Expiration Date of Certification or License: <u>10/13/2018</u>	Supervisory Appraiser inspection of Subject Property:
Effective Date of Appraisal: <u>07/04/2017</u>	<input type="checkbox"/> Did Not <input type="checkbox"/> Exterior-only from street <input type="checkbox"/> Interior and Exterior

AERIAL MAP

Borrower: Isfahan Inc

File No.: 17-216

Property Address: 420 W 21st St

Case No.:

City: National City

State: CA

Zip: 91950-6513

Lender: N/A



The following page(s) contain the backup material for Agenda Item: Investment transactions for the month ended May 31, 2017. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 1, 2017

AGENDA ITEM NO.:

ITEM TITLE:

Investment transactions for the month ended May 31, 2017.

PREPARED BY: Ronald Gutlay

PHONE: 619-336-4346

DEPARTMENT: Finance

APPROVED BY: Mark Ralento

EXPLANATION:

In accordance with California Government Code Section 53646 and City of National City's investment policy section XIIA, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending May 31, 2017.

FINANCIAL STATEMENT:

ACCOUNT NO.
NA

APPROVED: Mark Ralento **FINANCE**

APPROVED: _____ **MIS**

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION ☐ FINAL ADOPTION ☐

STAFF RECOMMENDATION:

Accept and file the Investment Transaction Ledger for the month ended May 31, 2017.

BOARD / COMMISSION RECOMMENDATION:

ATTACHMENTS:

Investment Transaction Ledger



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	05/01/2017	60934N807	3,128.13	Federated Investors Govt Oblig Fund Inst.	1.000	0.41 %	3,128.13	0.00	3,128.13	0.00
Purchase	05/02/2017	60934N807	64.94	Federated Investors Govt Oblig Fund Inst.	1.000	0.41 %	64.94	0.00	64.94	0.00
Purchase	05/03/2017	60934N807	845.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.41 %	845.00	0.00	845.00	0.00
Purchase	05/06/2017	60934N807	2,835.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.41 %	2,835.00	0.00	2,835.00	0.00
Purchase	05/11/2017	60934N807	2,317.50	Federated Investors Govt Oblig Fund Inst.	1.000	0.41 %	2,317.50	0.00	2,317.50	0.00
Purchase	05/20/2017	60934N807	3,700.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.41 %	3,700.00	0.00	3,700.00	0.00
Purchase	05/21/2017	60934N807	1,968.75	Federated Investors Govt Oblig Fund Inst.	1.000	0.41 %	1,968.75	0.00	1,968.75	0.00
Purchase	05/27/2017	60934N807	3,575.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.41 %	3,575.00	0.00	3,575.00	0.00
Purchase	05/29/2017	60934N807	5,267.45	Federated Investors Govt Oblig Fund Inst.	1.000	0.41 %	5,267.45	0.00	5,267.45	0.00
Purchase	05/31/2017	60934N807	500,000.00	Federated Investors Govt Oblig Fund Inst.	1.000	0.42 %	500,000.00	0.00	500,000.00	0.00
Purchase	05/31/2017	60934N807	8,443.75	Federated Investors Govt Oblig Fund Inst.	1.000	0.42 %	8,443.75	0.00	8,443.75	0.00
Purchase	05/31/2017	912828Q78	500,000.00	US Treasury Note 1.375% Due 4/30/2021	98.930	1.66 %	494,650.11	579.14	495,229.25	0.00
Subtotal			1,032,145.52				1,026,795.63	579.14	1,027,374.77	0.00
Security Contribution	05/09/2017	90LAIF\$00	1,800,000.00	Local Agency Investment Fund State Pool	1.000		1,800,000.00	0.00	1,800,000.00	0.00
Security Contribution	05/30/2017	90LAIF\$00	1,500,000.00	Local Agency Investment Fund State Pool	1.000		1,500,000.00	0.00	1,500,000.00	0.00
Security Contribution	05/31/2017	90SDCP\$00	16,000.00	County of San Diego Pooled Investment Pool	1.000		16,000.00	0.00	16,000.00	0.00
Subtotal			3,316,000.00				3,316,000.00	0.00	3,316,000.00	0.00
Short Sale	05/31/2017	60934N807	-495,229.25	Federated Investors Govt Oblig Fund Inst.	1.000		-495,229.25	0.00	-495,229.25	0.00
Subtotal			-495,229.25				-495,229.25	0.00	-495,229.25	0.00
TOTAL ACQUISITIONS			3,852,916.27				3,847,566.38	579.14	3,848,145.52	0.00

DISPOSITIONS										
Closing Purchase	05/31/2017	60934N807	-495,229.25	Federated Investors Govt Oblig Fund Inst.	1.000		-495,229.25	0.00	-495,229.25	0.00
Subtotal			-495,229.25				-495,229.25	0.00	-495,229.25	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Sale	05/31/2017	60934N807	495,229.25	Federated Investors Govt Oblig Fund Inst.	1.000	0.42 %	495,229.25	0.00	495,229.25	0.00
	Subtotal		495,229.25				495,229.25	0.00	495,229.25	0.00
Maturity	05/31/2017	912828SY7	500,000.00	US Treasury Note 0.625% Due 5/31/2017	100.000		500,000.00	0.00	500,000.00	3,709.26
	Subtotal		500,000.00				500,000.00	0.00	500,000.00	3,709.26
Security Withdrawal	05/05/2017	60934N807	1,679.65	Federated Investors Govt Oblig Fund Inst.	1.000		1,679.65	0.00	1,679.65	0.00
	Subtotal		1,679.65				1,679.65	0.00	1,679.65	0.00
TOTAL DISPOSITIONS			501,679.65				501,679.65	0.00	501,679.65	3,709.26
OTHER TRANSACTIONS										
241 of 350	05/01/2017	3137EADR7	455,000.00	FHLMC Note 1.375% Due 5/1/2020	0.000		3,128.13	0.00	3,128.13	0.00
	05/03/2017	594918BF0	130,000.00	Microsoft Note 1.3% Due 11/3/2018	0.000		845.00	0.00	845.00	0.00
	05/06/2017	037833AQ3	270,000.00	Apple Inc Note 2.1% Due 5/6/2019	0.000		2,835.00	0.00	2,835.00	0.00
Interest	05/11/2017	3133EEJ50	450,000.00	FFCB Note 1.03% Due 5/11/2018	0.000		2,317.50	0.00	2,317.50	0.00
Interest	05/20/2017	36962G6K5	270,000.00	General Electric Capital Corp Note 1.6% Due 11/20/2017	0.000		2,160.00	0.00	2,160.00	0.00
Interest	05/20/2017	747525AG8	220,000.00	Qualcomm Inc Note 1.4% Due 5/18/2018	0.000		1,540.00	0.00	1,540.00	0.00
Interest	05/21/2017	3135G0WJ8	450,000.00	FNMA Note 0.875% Due 5/21/2018	0.000		1,968.75	0.00	1,968.75	0.00
Interest	05/27/2017	3135G0YT4	440,000.00	FNMA Note 1.625% Due 11/27/2018	0.000		3,575.00	0.00	3,575.00	0.00
Interest	05/29/2017	3130AABG2	565,000.00	FHLB Note 1.875% Due 11/29/2021	0.000		5,267.45	0.00	5,267.45	0.00
Interest	05/31/2017	912828M98	570,000.00	US Treasury Note 1.625% Due 11/30/2020	0.000		4,631.25	0.00	4,631.25	0.00
Interest	05/31/2017	912828SY7	500,000.00	US Treasury Note 0.625% Due 5/31/2017	0.000		1,562.50	0.00	1,562.50	0.00



Transaction Ledger

4/30/17 Thru 5/31/17

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	05/31/2017	912828UB4	450,000.00	US Treasury Note 1% Due 11/30/2019	0.000		2,250.00	0.00	2,250.00	0.00
	Subtotal		4,770,000.00				32,080.58	0.00	32,080.58	0.00
Dividend	05/02/2017	60934N807	19,599.20	Federated Investors Govt Oblig Fund Inst.	0.000		64.94	0.00	64.94	0.00
	Subtotal		19,599.20				64.94	0.00	64.94	0.00
TOTAL OTHER TRANSACTIONS			4,789,599.20				32,145.52	0.00	32,145.52	0.00

The following page(s) contain the backup material for Agenda Item: Warrant Register #47 for the period of 05/17/17 through 05/23/17 in the amount of \$1,710,351.94.
(Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 1, 2017

AGENDA ITEM NO. 1

ITEM TITLE:

Warrant Register #47 for the period of 05/17/17 through 05/23/17 in the amount of \$1,710,351.94.
(Finance)

PREPARED BY: K. Apalategui

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 05/17/17 through 05/23/17.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Taser International Inc	329085	95,630.12	Axon Full Service License / Police
Public Emp Ret System	5182017	417,997.92	Service Period 04/25/17 – 05/08/2017

FINANCIAL STATEMENT:

ACCOUNT NO.

Warrant total \$1,710,351.94.

APPROVED:  Finance

APPROVED: MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$1,710,351.94.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #47



WARRANT REGISTER #47
5/23/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
KLOS, F	TRAINING ADV SUB /ROT TRAINING / PD	329003	5/23/17	384.00
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COST	329004	5/23/17	777.00
MCDUGAL LOVE ECKIS	LIABILITY CLAIM COST	329005	5/23/17	35.00
NATIONAL CITY CAR WASH	MOP# 72454 AUTO PARTS / FLEET PW	329006	5/23/17	615.00
RIVERSIDE SHERIFF'S DEPT	TRAINING TUITION/ ROT KLOS / PD	329007	5/23/17	160.00
RIVERSIDE SHERIFF'S DEPT	TRAINING TUITION ROT/CHELIUS / PD	329008	5/23/17	160.00
SCHWARTZ SEMERDJIAN	LEGAL SERVICE / CMO	329009	5/23/17	2,592.00
REGIONAL TRAINING CENTER	COMMUNICATING W/ TACT TRAINING / NSD	329010	5/23/17	150.00
ACE ELECTRIC INC	EL TOYON/LAS PALMAS PARK PROJECT	329011	5/23/17	10,212.50
ADMINSURE INC	PROFESSIONAL SERVICES - JUNE 2017	329012	5/23/17	6,948.33
ALIGNMENT EXPRESS	SHOP SUPPLIES AND BRACKETS / PW	329013	5/23/17	1,920.73
ALL THE KINGS FLAGS	5 AMERICAN FLAGS / POLICE	329014	5/23/17	330.27
ASSOCIATION OF AQUATIC	GROUP AGENCY MEMBERSHIP / CSD	329015	5/23/17	150.00
AT&T MOBILITY	AT&T WIRELESS/MARCH 2017	329016	5/23/17	401.01
B & H PHOTO & ELECTRONICS CORP	BINOCULARS / INVESTIGATION PD	329017	5/23/17	862.32
BARGAIN CENTER INC	SAFETY SUPPLIES FOR STREETS CREW	329018	5/23/17	387.70
BAY SYSTEMS INC	LABOR - LIFT EQUIPMENT FUNCTION / PW	329019	5/23/17	95.00
BDR COMMUNICATIONS	T&A#90183 REFUND	329020	5/23/17	445.03
BEST BEST & KRIEGER ATTNY LAW	PROFESSIONAL SERVICES / HR	329021	5/23/17	83.70
CALIFORNIA ASSOCIATION OF	CACEO SEMINAR REGISTRATION / NSD	329022	5/23/17	384.00
CALIFORNIA RESERVE PEACE	CAL RESERVE ASSOCIATION SERVICES / PD	329023	5/23/17	1,056.00
CHILDREN'S HOSPITAL	SR2S PROJECT	329024	5/23/17	24,035.07
CITY OF LEMON GROVE	LIABILITY CLAIM COST	329025	5/23/17	5,528.98
CLEAN HARBORS	CONTRACT SERVICES / ENGINEERING	329026	5/23/17	732.87
CLF WAREHOUSE INC	ALTERNATOR FOR CITY VEHICLE	329027	5/23/17	1,781.25
COMMERCIAL AQUATIC SERVICE INC	PURCHASE OF CHEMICAL POOL SUPPLIES	329028	5/23/17	450.61
COMPUTER PROTECTION TECH INC	PREVENTATIVE MAINTENANCE	329029	5/23/17	3,700.00
COUNTY OF SAN DIEGO	REGIONAL COMMUNICATIONS SYSTEM/APRIL 2017	329030	5/23/17	8,250.00
COX COMMUNICATIONS	COX CABLE SERVICES/MAY 2017	329031	5/23/17	3,619.32
CSAC EXCESS INS AUTHORITY	CONTRACT SERVICES / MIS	329032	5/23/17	4,509.38
DELTA DENTAL	COBRA PREMIER DENTAL INS / APRIL 2017	329033	5/23/17	45.22
DELTA DENTAL INSURANCE CO	COBRA DENTAL INS PMI / APRIL 2017	329034	5/23/17	71.94
DEPARTMENT OF JUSTICE	INVESTIGATIVE SERVICES - APRIL	329035	5/23/17	224.00
DIVISION 8 INCORPORATED	CITY WIDE ON SITE GLASS AND WINDOW REPAIR	329036	5/23/17	3,756.00
DIXIELINE LUMBER CO	MOP 45707 OFFICE SUPPLIES/ENGINEERING	329037	5/23/17	75.00
DOUGHERTY, J	TRAINING REIMB RACIAL PROFILING / PD	329038	5/23/17	347.86
FBI NATIONAL ACADEMY	FBINNA DUES / ESPITIRU / PD	329039	5/23/17	100.00
FEDEX	MAILING SERVICES / HOUSING	329040	5/23/17	74.81
GEOSYNTEC CONSULTANTS INC	2010 HAFFLY AVENUE PROJECT	329041	5/23/17	1,336.94
GOVCONNECTION INC	DISPATCH MONITOR / PD	329042	5/23/17	3,460.42
GRAINGER	MOP 65179. SUPPLIES FOR FACILITIES / PW	329043	5/23/17	383.67
HARRIS & ASSOCIATES INC	PARADISE CREEK SEWER PROJECT	329044	5/23/17	7,762.50
HEALTH NET	HEALTH NET / R1192 Q / APRIL 2017	329045	5/23/17	638.26
HUTCHINSON, C	TRAVEL REIMB / MILEAGE	329046	5/23/17	11.34
JJJ ENTERPRISES	12 VOLT BATTERY / PW	329047	5/23/17	37.71
KAISER FOUNDATION HEALTH PLANS	KAISER RETIREE INS / COBRA / APRIL 2017	329048	5/23/17	1,574.88
LAKESHORE LEARNING MATERIALS	PLAY FOOD / COMMUNITY PLAY TOYS / CSD	329049	5/23/17	1,252.28
LASER SAVER INC	MOP #45725/PRINTER TONER & REPAIR/MIS	329050	5/23/17	397.67
LEHR AUTO ELECTRIC	STORAGE BOX	329051	5/23/17	564.54



WARRANT REGISTER #47
5/23/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
LOPEZ, J	REIMBURSEMENT MILEAGE	329052	5/23/17	19.90
LUCAS, M	EDUCATION REIMBURSEMENT	329053	5/23/17	440.00
MADAMBA, J	EDUCATION REIMBURSEMENT	329054	5/23/17	827.25
MAN K9 INC	K9 PATROL MAINTENANCE / PD	329055	5/23/17	1,040.00
MATLOCK, J	MEDIC REIMBURSEMENT	329056	5/23/17	56.50
MUNICIPAL MAINTENANCE EQUIP	EQUIPMENT SUPPLIES - FLEET	329057	5/23/17	1,683.42
NATIONAL CITY CHAMBER	MEMBERSHIP DUES 2017 / NCCC / COUNCIL	329058	5/23/17	200.00
NATIONAL CITY CHAMBER	NC CHAMBER CENTURION AWARDS / FLORES-CLARK	329059	5/23/17	15.00
NATIONAL CITY ELECTRIC	CITY WIDE ONSITE ELECTRICAL	329060	5/23/17	2,790.00
OFFICE SOLUTIONS BUSINESS	CHAIR / HR	329061	5/23/17	237.08
PACIFIC TELEMAGEMENT SERVICE	PAY PHONES/MAY 2017	329062	5/23/17	78.00
PLAYCORE GAMETIME BIG TOYS & SUPPLY	FITNESS EQUIP SITE MAKEOVER-CASA & CAMACHO	329063	5/23/17	1,205.26
PROFORCE LAW ENFORCEMENT	SIGHTS / PD	329064	5/23/17	3,290.28
RED WING SHOES STORE	SAFETY BOOTS / PW	329065	5/23/17	250.00
RELY ENVIRONMENTAL	HAZARDOUS WASTE SERVICE	329066	5/23/17	1,177.00
SAFRAN MORPHOTRUST	INVESTIGATIVE SERVICES - APRIL	329067	5/23/17	14.00
SAN DIEGO MIRAMAR COLLEGE	POLICE REGIONAL ACADEMY PETTY CASH/PALUM	329068	5/23/17	8.00
SAN DIEGO POLICE EQUIPMENT	AMMO / PD	329069	5/23/17	18,470.01
SAN DIEGO UNION TRIBUNE	WESTSIDE MOBILITY PROJECT	329070	5/23/17	534.84
SCST INC	PLAZA B N AVE TO HIGHLAND PROJECT	329071	5/23/17	5,607.36
SHEPHARD, S	TRAINING REIMBURSEMENT CPT / PD	329072	5/23/17	84.29
SHOEMAKER, M	MEDIC FEE REIMBURSEMENT	329073	5/23/17	56.50
SKILLPATH SEMINARS	SKILL PATH SEMINAR / MYR'S OFFICE / FLORES/CLARK	329074	5/23/17	149.00
SOUTH COUNTY ECONOMIC	27TH ANNUAL ECONOMIC SUMMIT SILVER SPOONS	329075	5/23/17	2,700.00
STANICH, C	TRAINING ADV SUB LODGE / PD	329076	5/23/17	914.03
STAPLES BUSINESS ADVANTAGE	MOP 45704. COPY PAPER FOR SENIOR CENTER/ CSD	329077	5/23/17	1,156.26
STAPLES BUSINESS ADVANTAGE	MOP #45704-DUPLICATING SUPPLIES-COPY PAPER	329078	5/23/17	948.84
STARTECH COMPUTERS	MOP #61744/COMPUTER SUPPLIES / MIS	329079	5/23/17	436.24
SUN, A	MEETING MILEAGE REIMBURSEMENT	329080	5/23/17	15.72
SUPERIOR READY MIX	CONCRETE PURCHASE FOR STREETS	329081	5/23/17	280.15
SUTTER MEDICAL FOUNDATION	MEDICAL SERVICES	329082	5/23/17	264.00
SUTTER MEDICAL FOUNDATION	MEDICAL SERVICES	329083	5/23/17	124.00
SWEETWATER AUTHORITY	FIRE STA. 33 SQUAD FAC.	329084	5/23/17	1,867.00
TASER INTERNATIONAL INC	AXON FULL SERVICE LICENSE / POLICE	329085	5/23/17	95,630.12
THE COUNSELING TEAM	EMPLOYEE SUPPORT SERVICE	329086	5/23/17	800.00
THE HOME DEPOT CREDIT SERVICES	M12-360 INSPECTION CAMERA / PW	329087	5/23/17	215.42
U S BANK	CREDIT CARD EXPENSES / CSD	329088	5/23/17	950.91
U S HEALTHWORKS	MEDICAL SERVICES	329089	5/23/17	327.00
VALLEY POWER SYSTEMS INC	REPLACEMENT OF CLAMS AND FUEL RAIL / PW	329090	5/23/17	5,930.07
VERIZON WIRELESS	VERIZON WIRELESS/APRIL 2017	329091	5/23/17	772.89
VISION SERVICE PLAN	VISION SERVICE PLAN (CA) MAY 2017	329092	5/23/17	692.42
WAXIE SANITARY SUPPLY	MISCELLANEOUS JANITORIAL SUPPLIES,	329093	5/23/17	1,803.08
WEST COAST ARBORISTS INC	CONTRACTING SERVICES FOR TREE TRIMMING	329094	5/23/17	27,911.70
WILLY'S ELECTRONIC SUPPLY	MOP #45763/ELECTRONIC SUPPLIES/MIS	329095	5/23/17	57.43
A/P Total				284,903.08
WIRED PAYMENTS				
EDD	UNEMPLOYMENT INS 01/01/17 - 3/31/17	915929	5/19/17	7,537.00
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 246 of 350 /17	5182017	5/18/17	417,997.92



WARRANT REGISTER #47
5/23/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PAYROLL				
Pay period	Start Date	End Date	Check Date	
11	5/9/2017	5/22/2017	5/31/2017	999,913.94
GRAND TOTAL				<u>\$1,710,351.94</u>

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.


MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

ALBERT MENDIVIL, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 1st OF AUGUST, 2017.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Warrant Register #48 for the period of 05/24/17 through 05/30/17 in the amount of \$2,071,450.07.
(Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 1, 2017

AGENDA ITEM NO.

ITEM TITLE:

Warrant Register #48 for the period of 05/24/17 through 05/30/17 in the amount of \$2,071,450.07.
(Finance)

PREPARED BY: K. Apalategui

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 05/24/17 through 05/30/17.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Nexus IS INC	329173	54,437.34	VOIP Phone System Project / MIS
Project Professionals Corp	329182	85,205.90	Plaza Blvd. Widening Project
SDG&E	329194	61,264.09	Wastewater – Gas & Electric Utilities
South Bay Comm Services	329202	60,209.55	Expense Reimbursement / Housing
City of San Diego	231006	1,447,937.00	Sewerage System 4 th Qtr 04/01/17-6/30/17

FINANCIAL STATEMENT:

ACCOUNT NO.

Warrant total \$2,071,450.07.

APPROVED:  Finance

APPROVED: MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$2,071,450.07.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #48



WARRANT REGISTER #48
5/30/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
THOMAS RIKE	REFUND / DUPLICATE PAYMENT ON CITATION	329096	5/30/17	35.00
ADAMSON POLICE PRODUCTS	VEST COVER / PD	329097	5/30/17	92.44
ADMINSURE INC	PROFESSIONAL SERVICES - APRIL 2017	329098	5/30/17	13,896.66
AEP CALIFORNIA LLC	UPFIT FOR HIGHLANDER / PD	329099	5/30/17	2,793.17
ALDEMCO	FOOD / NUTRITION CENTER	329100	5/30/17	5,707.69
ALPHA PROJECT FOR THE HOMELESS	EXPENSE REIMBURSEMENT / NSD	329101	5/30/17	8,680.03
AMERICAN BUTTON MACHINES	BUTTON MACHINE & SUPPLIES FOR CRAFTS / CSD	329102	5/30/17	496.95
AMERICAN PLANNING ASSOCIATION	MEMBERSHIP / PLANNING	329103	5/30/17	935.00
AMERICAN RADIO INC	VHF RADIO EQUIPMENT FOR COMMAND VEHICLE	329104	5/30/17	7,121.61
ARIAS, RODOLFO	CITATION REFUND	329105	5/30/17	60.00
ARROWHEAD FORENSIC PRODUCTS	P&E SUPPLIES / POLICE	329106	5/30/17	1,743.04
AT&T	AT&T SBC ANNUAL PHONE SERVICE FOR FY17	329107	5/30/17	8,918.14
AT&T MOBILITY	AT & T WIRELESS SERVICE / MAY 2017	329108	5/30/17	4,551.25
AT&T MOBILITY	AT & T WIRELESS SERVICE / MAY 2017	329109	5/30/17	400.66
AT&T MOBILITY	AT & T WIRELESS SERVICE / MAY 2017	329110	5/30/17	319.36
AT&T MOBILITY	AT & T WIRELESS SERVICE / MAY 2017	329111	5/30/17	60.88
BEST BEST & KRIEGER ATTNY LAW	LIABILITY CLAIM COST	329112	5/30/17	1,022.90
BEVERIDGE, M	MEDIC FEE REIMBURSEMENT	329113	5/30/17	56.50
BOB MURRAY & ASSOCIATES	PROFESSIONAL SERVICES	329114	5/30/17	882.27
CAFE LA MAZE	RESERVE AWARD DINNER / POLICE	329115	5/30/17	1,750.00
CALIFORNIA ASSOCIATION OF CODE	CACEO MEMBERSHIP / NSD	329116	5/30/17	170.00
CDWG	HP LASERJET ENTERPRISE M750DN / MIS	329117	5/30/17	6,173.06
CDWG	FORTINET 223C WIRELESS ACCESS POINT / MIS	329118	5/30/17	4,911.20
CITY OF SAN DIEGO	TRANSPORTATION / TREATMENT FEES FY 2017	329119	5/30/17	933.71
CLAIMS MANAGEMENT ASSOCIATES	RISK MONTHLY SERVICES	329120	5/30/17	5,760.00
COHERO	QUARTERLY SUPPORT / MIS	329121	5/30/17	26,780.00
COLANTUONO HIGHSMITH	PROFESSIONAL SERVICES-PROPOSITION 218	329122	5/30/17	3,158.23
COMPUTER COLLISION INVESTIGATE	TRAINING TUITION / PD	329123	5/30/17	2,500.00
COUNTY OF SAN DIEGO	CO OF SD SHARE PARKING CITATION / APRIL 2017	329124	5/30/17	8,836.00
COX COMMUNICATIONS	COX DATA SERVICES FOR FY17	329125	5/30/17	546.30
CPP PRINTING	DOUBLE SIDED FLYER FOR AQUATIC ADVENTURE	329126	5/30/17	552.14
CS LEGACY CONSTRUCTION INC	PARADISE CREEK ED. PARK PROJECT	329127	5/30/17	44,925.60
CSAC EXCESS INS AUTHORITY	CERTIFICATE OF INSURANCE MANAGEMENT	329128	5/30/17	1,640.00
CWEA MEMBERSHIP	ANNUAL MEMBERSHIP RENEWAL / PW	329129	5/30/17	88.00
DALEY & HEFT LLP	LIABILITY CLAIM COST	329130	5/30/17	20,112.35
DALEY & HEFT LLP	LIABILITY CLAIM COST	329131	5/30/17	968.15
DALEY & HEFT LLP	LIABILITY CLAIM COST	329132	5/30/17	572.98
DALEY & HEFT LLP	LIABILITY CLAIM COST	329133	5/30/17	566.05
DALEY & HEFT LLP	LIABILITY CLAIM COST	329134	5/30/17	315.00
DANIELS TIRE SERVICE	TIRES FOR CITY FLEET / PW	329135	5/30/17	1,916.74
DATA TICKET INC	DATA TICKET APPEALS & ON-LINE ACCESS / NSD	329136	5/30/17	2,550.36
DE PASCALE, A	REIMB: DEPASCALE FOR SENTRI PASS	329137	5/30/17	97.25
DENHAM, A	REIMBURSEMENT FOR SUPPLIES / CSD	329138	5/30/17	108.48
DEPT OF JUSTICE	DOJ EMPLOYEE FINGERPRINTING / PD	329139	5/30/17	230.00
DIMENSION DATA	CAT5E DATA CABLES / MIS	329140	5/30/17	2,775.00
DISCOUNT SCHOOL SUPPLY	CRAFT SUPPLIES FOR AQUATIC ADVENTURES	329141	5/30/17	135.32
ENTERPRISE FLEET MANAGEMENT	ENTERPRISE FLEET VEHICLE LEASE	329142	5/30/17	14,485.57
EPLUS TECHNOLOGY INC	UPG VEEAM BACKUP / MIS	329143	5/30/17	11,696.00
EQUIFAX INFORMATION SVCS	EQUIFAX INFOR	329145	5/30/17	51.95



WARRANT REGISTER #48
5/30/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ESPIRITU, D	TRAINING COMMAND COLLEGE / PD	329146	5/30/17	468.00
EXPERIAN	CREDIT CHECK / SECTION 8	329147	5/30/17	27.24
FIATOA JR, F	MEDICAL SERVICES REIMB	329148	5/30/17	73.00
GOVCONNECTION INC	INV 54688727/54692648 / 70" 4K ULTRA HD	329149	5/30/17	13,914.80
GRAINGER	MOP 65179. SUPPLIES FOR HOUSING	329150	5/30/17	933.70
GRAINGER	MOP 65179 SUPPLIES FOR HOUSING	329151	5/30/17	11.16
GRANICUS INC	MONTHLY MANAGED SERVICE - WEBCASTING	329152	5/30/17	1,477.35
HANDY METAL MART	10 GAGE PRE CUT / SUPPLIES FOR PARKS	329153	5/30/17	61.43
HARRIS & ASSOCIATES INC	GROUP 1 SEWER DESIGN PROJECT	329154	5/30/17	2,975.00
INDEPENDENT FORENSIC SERVICES	SEXUAL ASSAULT INTERVIEW / PD	329155	5/30/17	1,350.00
JOCSON, RAFAEL	CITATION REFUND	329156	5/30/17	10.00
JOSE EDMUNDO ZARATE SUAREZ	REIMBURSEMENT FOR TUP	329157	5/30/17	150.82
JULIO ANGEL CESENA	AMR SCHOLARSHIP / FIRE	329158	5/30/17	1,000.00
KONICA MINOLTA	COPIER EQUIPMENT LEASE / APRIL 2017	329159	5/30/17	121.94
LANGUAGE LINE SERVICES	INTERPRETATION SERVICE FOR DISPATCH / PD	329160	5/30/17	5.68
LASER SAVER INC	LASER SAVER PRINT CARTRIDGES	329161	5/30/17	717.32
LEXIPOL LLC	LE IMPLEMENTATION SERVICE / PD	329162	5/30/17	930.00
LIFEGUARD STORE INC	LIFE JACKET RACK FOR SUMMER PROGRAMMING	329163	5/30/17	1,195.00
MABPA	MABPA / MEMBERSHIP 2017 /COUNCIL	329164	5/30/17	250.00
MALLORY SAFETY & SUPPLY LLC	HEARING PROTECTION FOR PARKS CREW	329165	5/30/17	109.46
MARA ZAMUDIO	DEPOSIT REFUND - TEMP. BANNER PERMIT APP	329166	5/30/17	1,975.00
MES CALIFORNIA	FIRE HOSE	329167	5/30/17	14,485.50
MOBILE WIRELESS LLC	NETMOTION MOBILITY FOR WINDOWS AND	329168	5/30/17	2,996.00
MORALES, IGNACIO	GOLF COURSE LEASE PAYMENT 2018	329169	5/30/17	2,000.00
MTS	MTS TROLLEY FLAGGER SERVICE / NSD	329170	5/30/17	90.88
NAN MCKAY AND ASSOC INC	PIH ALERT SUBSCRIPTION / SECTION 8	329171	5/30/17	349.00
NELSON PHOTO SUPPLIES	CAMERA FOR INVESTIGATIONS / POLICE	329172	5/30/17	4,349.91
NEXUS IS INC	VOIP PHONE SYSTEM PROJECT / MIS	329173	5/30/17	54,437.34
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES / NUTRITION	329174	5/30/17	116.67
PCS MOBILE	HEARTLAND SVC, GPS INTEGRATION-CF31 / MIS	329175	5/30/17	6,497.23
PHILLIP BLAIN BRANDON	AMR SCHOLARSHIP / FIRE	329176	5/30/17	1,000.00
PLAYCORE GAMETIME BIG TOYS AND	FITNESS EQUIPMENT FOR CASA AND CAMACHO	329177	5/30/17	1,259.17
PORAC LEGAL DEFENSE FUND	1ST & 2ND QUARTER DUES PORAC / POLICE	329178	5/30/17	187.00
PRO BUILD	MOP 45704. SUPPLIES FOR FIRE DEPT	329179	5/30/17	3,697.89
PRO-EDGE KNIFE	KNIFE SHARPENING SERVICE / NUTRITION	329180	5/30/17	46.00
PROFORCE LAW ENFORCEMENT	SWAT HOLSTERS / POLICE	329181	5/30/17	2,349.00
PROJECT PROFESSIONALS CORP	PLAZA BLVD. WIDENING PROJECT	329182	5/30/17	85,205.90
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY SERVICES / PW	329183	5/30/17	521.33
RIOS, M	REIMB/ CESAR E. CHAVEZ COMMUNITY BREAKFAST	329184	5/30/17	55.00
ROADONE	MOP ROADONE TOWING / POLICE	329185	5/30/17	40.00
ROBERTO RODRIGUEZ VARGAS	AMR SCHOLARSHIP / FIRE	329186	5/30/17	1,000.00
RODRIGUEZ, M	TRAINING ADV LODGE FBINAA 53RD / POLICE	329187	5/30/17	1,449.01
S & S RECREATION WORLDWIDE	COLORED TEMPERA PAINT / CSD	329188	5/30/17	54.58
SAN DIEGO COUNTY ASSESSOR	SD COUNTY ASSESORS RECORDS / NSD	329189	5/30/17	14.00
SAN DIEGO MIRAMAR COLLEGE	TRAINING TUITION FTO UPDATE/NGUYEN SHANA	329190	5/30/17	46.00
SAN DIEGO PET SUPPLY	MOP K9 FOOD AND SUPPLIES / POLICE	329191	5/30/17	676.41
SAN DIEGO UNION TRIBUNE	UNION TRIBUNE - PUBLIC NOTICES	329192	5/30/17	481.20
SCOTT, H	TRAINING ADV LODG AXON / PD	329193	5/30/17	290.43
SDG&E	WASTEWATER - C UTILITIES	329194	5/30/17	61,264.09



WARRANT REGISTER #48
5/30/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SEAPORT MEAT COMPANY	MEAT / NUTRITION	329195	5/30/17	1,514.88
SHERWIN WILLIAMS	MOP# 77816. PAINT SUPPLIES / NSD	329196	5/30/17	487.07
SHRED IT USA	RECORDS PURGE & MONTHLY PURGE PD	329197	5/30/17	354.45
SITEONE LANDSCAPE SUPPLY LLC	MOP#69277 HORTICULTURAL ITEMS / PW	329198	5/30/17	570.24
SMART & FINAL	MOP SMART & FINAL / PD	329199	5/30/17	264.28
SMART & FINAL	MOP 45756. CS DAY EVENT SUPPLIES / CSD	329200	5/30/17	153.25
SMART SOURCE OF CALIFORNIA LLC	MOP SMART SOURCE/PD	329201	5/30/17	147.90
SOUTH BAY COMMUNITY SERVICES	EXPENSE REIMBURSEMENT / HOUSING	329202	5/30/17	60,209.55
SOUTH COUNTY ECONOMIC	DEPOSIT REFUND FOR THE USE OF THE MLK	329203	5/30/17	100.00
SPARKLETTS	WATER SERVICES / MARCH 2017 / COUNCIL	329204	5/30/17	5.20
SPORT COURT OF SOUTHERN CA	FURNISH AND INSTALL SYNTHETIC GRASS	329205	5/30/17	6,750.00
STAND UP DESK STORE	PNEUMATIC DESK	329206	5/30/17	895.29
STAPLES BUSINESS ADVANTAGE	MOP 45704 / OFFICE SUPPLIES / CITY CLERK	329207	5/30/17	3,236.86
STAPLES BUSINESS ADVANTAGE	MOP 45704. CS AND CAMACHO OFFICE SUPPLIES	329208	5/30/17	287.14
STARTECH COMPUTERS	COMPUTER PERIPHERALS	329209	5/30/17	804.60
STEVEN HOLDEN	CITATION REFUND	329210	5/30/17	20.00
SUPERIOR PLAY SYSTEMS	MOUNTED BASKETBALL HOOP / CASA DE SALUD	329211	5/30/17	1,499.00
SUPERIOR READY MIX	EMULSION OIL GALLON - SUPPLIES FOR SEWER	329212	5/30/17	237.05
SWEETWATER AUTHORITY	SWEETWATER AUTHORITY - 500 E PLAZA BLVD	329213	5/30/17	27.54
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	329214	5/30/17	3,943.85
THE BANK OF NEW YORK MELLON	ADMIN FEE PERIOD 5/1/17-4/30/18 / 1999TAB	329215	5/30/17	2,215.40
THE COUNSELING TEAM	TRAINING TUITION WELLNESS / MACHADO / PD	329216	5/30/17	106.00
THE ENGRAVING STORE	FLAG BOX / PD	329217	5/30/17	43.10
THE HOME DEPOT CREDIT SERVICES	COMMUNITY SERVICE SUPPLIES / NSD	329218	5/30/17	150.53
THOMSON REUTERS WEST	ONLINE LEGAL RESEARCH / APRIL 2017	329219	5/30/17	809.85
TODD PIPE & SUPPLY LLC	PLUMBING MATERIALS PARTS & TOOLS / PW	329220	5/30/17	695.95
TSC GROUP INC	MODULAR BLDG LEASE	329221	5/30/17	2,302.78
U S BANK	US BANK CREDIT CARD EXPENSES / ENGINEERING	329222	5/30/17	46.27
U S HEALTHWORKS	MEDICAL SERVICES	329223	5/30/17	908.00
ULINE	BLACK RUBBER GYM TILE FOR CASA DE SALUD	329224	5/30/17	1,264.49
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS / PW	329225	5/30/17	398.15
VALLEY INDUSTRIAL SPECIALTIES	MOP#46453 FACILITIES SUPPLIES / PW	329227	5/30/17	238.02
VELARDE SALES	MEDICAL SERVICES / HR	329228	5/30/17	73.00
VERIZON WIRELESS	VERIZON CELLULAR SERVICE / MAY 2017	329229	5/30/17	12,655.64
VISION INTERNET PROVIDERS	VISION LIVE ANNUAL SUBSCRIPTION 3/15/17	329230	5/30/17	14,700.00
VISTA PAINT	MOP# 68834. PAINT SUPPLIES / NSD	329231	5/30/17	839.52
WEST PAYMENT CENTER	BACKGROUND CHECKS INVESTIGATIONS / PD	329232	5/30/17	1,113.47
WESTERN AUDIO VISUAL	FIRESTATION 34 SMARTBOARD REPAIR	329233	5/30/17	600.00
WILLDAN FINANCIAL SERVICES	USER FEE STUDY	329234	5/30/17	4,672.50
WITMER PUBLIC SAFETY GROUP INC	RAT TRAPS / PD	329235	5/30/17	2,036.39
YBARRA, A	TRAINING ADV SUB LOD AXON / PD	329236	5/30/17	290.43
ZAVALA, PATRICIA	CITATION REFUND	329237	5/30/17	50.00
A/P Total				623,513.07
WIRED PAYMENTS				
CITY OF SAN DIEGO	SEWERAGE SYSTEM 4TH QTR 4/01/17 - 6/30/17	231006	5/30/17	1,447,937.00

GRAND TOTAL

\$2,071,450.07

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.


MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

ALBERT MENDIVIL, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 1st OF AUGUST, 2017.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Warrant Register #49 for the period of 05/31/17 through 06/06/17 in the amount of \$2,353,463.63.
(Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 1, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Warrant Register #49 for the period of 05/31/17 through 06/06/17 in the amount of \$2,353,463.63.
(Finance)

PREPARED BY: K. Apalategui

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 05/31/17 through 06/06/17.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Health Net, Inc	329278	83,740.06	Health Net INS R1192A / June 2017
Kaiser Foundation HP	329286	183,432.50	INS Active / June 2017
Kimley Horn and Assoc Inc	329290	77,049.80	Euclid Avenue Project

FINANCIAL STATEMENT:

ACCOUNT NO.

Warrant total \$2,353,463.63.

APPROVED: 

Finance

APPROVED: _____

MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$2,353,463.63.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #49



WARRANT REGISTER #49
6/6/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACEDO, I	RETIREE HEALTH BENEFITS / JUNE 2017	329238	6/6/17	160.00
AFFORDABLE BUTTONS COM	I LOVE NC BUTTONS / COUNCIL	329239	6/6/17	840.36
AFLAC	AFLAC ACCT BDM36 / JUNE 2017	329240	6/6/17	808.62
ANDERSON, E	RETIREE HEALTH BENEFITS / JUNE 2017	329241	6/6/17	110.00
BACALLAO, I	LICENSE REIMBURSEMENT	329242	6/6/17	110.00
BARTEL ASSOCIATES LLC	ACTUARIAL CONSULTING SVC	329243	6/6/17	6,320.00
BEARD, P	RETIREE HEALTH BENEFITS / JUNE 2017	329244	6/6/17	70.00
BECK, L	RETIREE HEALTH BENEFITS / JUNE 2017	329245	6/6/17	140.00
BISHOP, R	RETIREE HEALTH BENEFITS / JUNE 2017	329246	6/6/17	110.00
BOEGLER, C	RETIREE HEALTH BENEFITS / JUNE 2017	329247	6/6/17	260.00
BULL, P	RETIREE HEALTH BENEFITS / JUNE 2017	329248	6/6/17	580.00
C A P F	FIRE LTD / JUNE 2017	329249	6/6/17	1,004.50
CALIFORNIA LAW ENFORCEMENT	PD LTD / JUNE 2017	329250	6/6/17	2,082.50
CARRILLO, R	RETIREE HEALTH BENEFITS / JUNE 2017	329251	6/6/17	290.00
COLE, L	RETIREE HEALTH BENEFITS / JUNE 2017	329252	6/6/17	165.00
CONDON, D	RETIREE HEALTH BENEFITS / JUNE 2017	329253	6/6/17	280.00
CORPUZ, T	RETIREE HEALTH BENEFITS / JUNE 2017	329254	6/6/17	140.00
CORTEZ, EFREN	REIMBURSEMENT PARKING P.	329255	6/6/17	35.00
CPP PRINTING	COLOR CERTIFICATES FOR MAYOR	329256	6/6/17	486.64
CWEA MEMBERSHIP	ANNUAL MEMBERSHIP RENEWAL / PW	329257	6/6/17	83.00
DANESHFAR, Z	RETIREE HEALTH BENEFITS / JUNE 2017	329258	6/6/17	250.00
DELTA DENTAL	DENTAL INS PREMIER / JUNE 2017	329259	6/6/17	16,206.92
DELTA DENTAL INSURANCE CO	PMI DENTAL INS / JUNE 2017	329260	6/6/17	2,800.38
DESROCHERS, P	RETIREE HEALTH BENEFITS / JUNE 2017	329261	6/6/17	110.00
DI CERCHIO, A	RETIREE HEALTH BENEFITS / JUNE 2017	329262	6/6/17	70.00
DILLARD, S	RETIREE HEALTH BENEFITS / JUNE 2017	329263	6/6/17	480.00
DREDGE, J	RETIREE HEALTH BENEFITS / JUNE 2017	329264	6/6/17	250.00
EISER III, G	RETIREE HEALTH BENEFITS / JUNE 2017	329265	6/6/17	250.00
FABINSKI, D	RETIREE HEALTH BENEFITS / JUNE 2017	329266	6/6/17	220.00
FIFIELD, K	RETIREE HEALTH BENEFITS / JUNE 2017	329267	6/6/17	540.00
GARCIA, B	MEDIC FEE REIMBURSEMENT	329268	6/6/17	56.50
GELSKEY, K	RETIREE HEALTH BENEFITS / JUNE 2017	329269	6/6/17	115.00
GIBBS JR, R	RETIREE HEALTH BENEFITS / JUNE 2017	329270	6/6/17	120.00
GONZALES, M	RETIREE HEALTH BENEFITS / JUNE 2017	329271	6/6/17	480.00
HANSON, E	RETIREE HEALTH BENEFITS / JUNE 2017	329272	6/6/17	135.00
HARLAN, M	RETIREE HEALTH BENEFITS / JUNE 2017	329273	6/6/17	500.00
HAUG, S	RETIREE HEALTH BENEFITS / JUNE 2017	329274	6/6/17	120.00
HEALTH NET	FULL NETWORK 57135A / JUNE 2017	329275	6/6/17	4,608.81
HEALTH NET	HEALTH NET INS N7176F / JUNE 2017	329276	6/6/17	1,470.86
HEALTH NET	DEDUCTIONS	329277	6/6/17	1,141.24
HEALTH NET INC	HEALTH NET INS R1192A / JUNE 2017	329278	6/6/17	83,740.06
HERNANDEZ, R	RETIREE HEALTH BENEFITS / JUNE 2017	329279	6/6/17	400.00
HODGES, B	RETIREE HEALTH BENEFITS / JUNE 2017	329280	6/6/17	200.00
HONDO, E	RETIREE HEALTH BENEFITS / JUNE 2017	329281	6/6/17	110.00
IBARRA, J	RETIREE HEALTH BENEFITS / JUNE 2017	329282	6/6/17	780.00
JAMES, R	RETIREE HEALTH BENEFITS / JUNE 2017	329283	6/6/17	140.00
JOHNSON, S	REIMBURSEMENT FOR TINY TOTS SUPPLIES	329284	6/6/17	88.35
JUNIEL, R	RETIREE HEALTH BENEFITS / JUNE 2017	329285	6/6/17	50.00
KAISER FOUNDATION HEALTH PLANS	INS ACTIVE /	329286	6/6/17	183,432.50



WARRANT REGISTER #49
6/6/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
KAISER FOUNDATION HEALTH PLANS	RETIREE INS / JUNE 2017	329287	6/6/17	7,296.40
KAISER FOUNDATION HEALTH PLANS	HD H S A INS / JUNE 2017	329288	6/6/17	4,189.88
KIMBLE, R	RETIREE HEALTH BENEFITS / JUNE 2017	329289	6/6/17	300.00
KIMLEY HORN AND ASSOC INC	EUCLID AVENUE PROJECT	329290	6/6/17	77,049.80
KTU&A	NC DOWNTOWN SPECIFIC P. PROJECT	329291	6/6/17	29,433.75
LANDA, A	RETIREE HEALTH BENEFITS / JUNE 2017	329292	6/6/17	155.00
LIMFUECO, M	RETIREE HEALTH BENEFITS / JUNE 2017	329293	6/6/17	160.00
LIVING COAST DISCOVERY CENTER	INTERACTIVE DISPLAY OF OCEAN ANIMALS / CSD	329294	6/6/17	375.00
MATIENZO, M	RETIREE HEALTH BENEFITS / JUNE 2017	329295	6/6/17	100.00
MC CABE, T	RETIREE HEALTH BENEFITS / JUNE 2017	329296	6/6/17	280.00
MEDINA, R	RETIREE HEALTH BENEFITS / JUNE 2017	329297	6/6/17	105.00
MINER, D	RETIREE HEALTH BENEFITS / JUNE 2017	329298	6/6/17	580.00
MYERS, B	RETIREE HEALTH BENEFITS / JUNE 2017	329299	6/6/17	140.00
NOTEWARE, D	RETIREE HEALTH BENEFITS / JUNE 2017	329300	6/6/17	120.00
PAUU JR, P	RETIREE HEALTH BENEFITS / JUNE 2017	329301	6/6/17	340.00
PEASE JR, D	RETIREE HEALTH BENEFITS / JUNE 2017	329302	6/6/17	140.00
PETERS, S	RETIREE HEALTH BENEFITS / JUNE 2017	329303	6/6/17	290.00
PHILLIPS JR, W	TRAINING REIMB HUMAN TRAFFCKING / PD	329304	6/6/17	195.36
POST, R	RETIREE HEALTH BENEFITS / JUNE 2017	329305	6/6/17	280.00
PRO BUILD	MOP# 45707. PAINT SUPPLIES / NSD	329306	6/6/17	179.22
PROJECT PROFESSIONALS CORP	LAS PALMAS PARK PROJECT	329307	6/6/17	787.50
PRUDENTIAL OVERALL SUPPLY	MOP# 45742. LAUNDRY SVC / NSD	329308	6/6/17	52.16
RAY, S	RETIREE HEALTH BENEFITS / JUNE 2017	329309	6/6/17	190.00
RELIANCE STANDARD	VOLUNTARY LIFE INS / JUNE 2017	329310	6/6/17	3,191.57
ROARK, L	RETIREE HEALTH BENEFITS / JUNE 2017	329311	6/6/17	135.00
RUIZ, J	RETIREE HEALTH BENEFITS / JUNE 2017	329312	6/6/17	310.00
SAN DIEGO KIDS PARTY RENTALS	MONSTER INFLATABLE OBSTACLE COURSE FOR M	329313	6/6/17	710.00
SDAPSD	TRAINING TUITION DISPATCHER / BROWDER	329314	6/6/17	200.00
SERVATIUS, J	RETIREE HEALTH BENEFITS / JUNE 2017	329315	6/6/17	340.00
SHERWIN WILLIAMS	MOP# 77816. SUPPLIES COMM SVC DAY / NSD	329316	6/6/17	6,024.89
SHORT, C	RETIREE HEALTH BENEFITS / JUNE 2017	329317	6/6/17	300.00
SMITH, J	RETIREE HEALTH BENEFITS / JUNE 2017	329318	6/6/17	320.00
STANICH, C	TRAINING REIM HUMAN TRAFFICKING/STANICH	329319	6/6/17	65.21
STAPLES BUSINESS ADVANTAGE	MOP# 45704. OFFICE SUPPLIES / NSD	329320	6/6/17	601.09
STEWART, W	RETIREE HEALTH BENEFITS / JUNE 2017	329321	6/6/17	200.00
STRASEN, W	RETIREE HEALTH BENEFITS / JUNE 2017	329322	6/6/17	135.00
THE LINCOLN NATIONAL LIFE INS	LIFE & AD&D, STD, LTD INS / JUNE 2017	329323	6/6/17	10,010.15
TIPTON, B	RETIREE HEALTH BENEFITS / JUNE 2017	329324	6/6/17	250.00
U S HEALTHWORKS	MEDICAL SERVICES	329325	6/6/17	493.00
VCA EMERGENCY ANIMAL HOSPITAL	STRAY ANIMAL CARE / PD	329326	6/6/17	1,732.52
VERGARA, A	SANCEO TRAINING REIMBURSEMENT / NSD	329327	6/6/17	322.92
VERRY, L	RETIREE HEALTH BENEFITS / JUNE 2017	329328	6/6/17	280.00
VILLAGOMEZ, J	RETIREE HEALTH BENEFITS / JUNE 2017	329329	6/6/17	480.00
WHITE, J	RETIREE HEALTH BENEFITS / JUNE 2017	329330	6/6/17	230.00
WILLY'S ELECTRONIC SUPPLY	MOP ELECTRICAL SUPPLIES / WILLYS PD	329331	6/6/17	70.33
CHRISTENSEN & SPATH LLP	LEGAL SERVICES - CARMAX	329332	6/6/17	1,292.50
NORWALL POWERSYSTEMS	GENERATOR FOR ST. #33 / FIRE	329333	6/6/17	15,957.34
OPPER, RICHARD	LEGAL SERVICES - TOD HOUSING	329334	6/6/17	715.00
ACE UNIFORMS & ACCESSORIES INC	WILSON UNIFORMS	329335	6/6/17	226.24



WARRANT REGISTER #49
6/6/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
AIRGAS WEST	MOP#45714 SAFETY SUPPLIES / PARK PW	329336	6/6/17	149.47
AMERICAN BACKFLOW SPECIALTIES	PURCHASE OF BACKFLOWS & VALVES / PW	329337	6/6/17	662.99
BEST BUY BUSINESS	GAMING SYSTEM / CSD	329338	6/6/17	445.18
BOOT WORLD	MOP#64096 SAFETY SUPPLIES /PW	329339	6/6/17	116.90
CALIFORNIA ASSOCIATION OF CODE	CACEO INVESTIGATIVE REPORT WRITING CLASS	329340	6/6/17	75.00
CALIFORNIA ELECTRIC SUPPLY	MOP#45698 PLUMBING SUPPLIES / PW	329341	6/6/17	215.37
CLF WAREHOUSE INC	MOP#80331 AUTO SUPPLIES / FLEET	329342	6/6/17	45.51
COMMERCIAL AQUATIC SERVICE INC	PURCHASE OF CHEMICAL POOL SUPPLIES	329343	6/6/17	1,821.44
COUNTY OF SAN DIEGO	COUNTY OF SAN DIEGO ASSESSOR RECORDER	329344	6/6/17	6.00
EPIC LAND SOLUTIONS INC	APPRAISAL / HOUSING	329345	6/6/17	6,500.00
FERGUSON ENTERPRISES INC	MOP#45723 PLUMBING SUPPLIES / PW	329346	6/6/17	516.13
G & A AUTOMOTIVE INC	MOP#72655 AUTO MAINTENANCE / PW	329347	6/6/17	267.48
GORMSEN APPLIANCE CO	CITY WIDE APPLIANCE PURCHASES FY 2017	329348	6/6/17	2,587.68
GROSSMAN PSYCHOLOGICAL	PSYCH EVALS MAY 2017 / POLICE	329349	6/6/17	600.00
HAINES & COMPANY INC	HAINES DIRECTORIES	329350	6/6/17	996.28
MAINTEX INC	CITY WIDE JANITORIAL SUPPLIES / PW	329351	6/6/17	92.01
MASON'S SAW	MOP#45729 LANDSCAPE SUPPLIES / PW	329352	6/6/17	17.80
METRO AUTO PARTS DISTRIBUTOR	MOP#75943 AUTO SUPPLIES / FLEET PW	329353	6/6/17	1,190.50
NATIONAL CITY TROPHY	MOP#66556 BUILDING SUPPLIES / PW	329354	6/6/17	244.69
NCPOA	REIMB: NCPOA FOR 1/2 CENTURIAN AWARD	329355	6/6/17	292.50
O'REILLY AUTO PARTS	MOP#75877 AUTO MAINTENANCE / PW	329356	6/6/17	62.07
PENSKE FORD	R&M CITY VEHICLES FOR FY 2017	329357	6/6/17	666.31
PERRY FORD	MOP#45703 AUTO SUPPLIES / FLEET	329358	6/6/17	45.48
POWERSTRIDE BATTERY CO INC	MOP#67839 AUTO SUPPLIES / FLEET	329359	6/6/17	437.81
PRO BUILD	MOP#45707 BUILDING SUPPLIES & EQUIPMENT	329360	6/6/17	1,572.99
PRUDENTIAL OVERALL SUPPLY	MOP# 45742 LAUNDRY SERVICES / PW	329361	6/6/17	1,494.94
S D COUNTY SHERIFF'S DEPT	MARCH 2017 RANGE USE / POLICE	329362	6/6/17	200.00
SDG&E	WASTEWATER - GAS & ELECTRIC UTILITES	329363	6/6/17	141.21
SITEONE LANDSCAPE SUPPLY LLC	MOP#69277 LANDSCAPE SUPPLIES / PW	329364	6/6/17	1,018.25
SMART & FINAL	MOP 45756. LUNCH AND SNACK SUPPLIES / CSD	329365	6/6/17	906.35
SOUTH BAY MOTORSPORTS	R & M CITY VEHICLES / PW	329366	6/6/17	2,551.26
SOUTH BAY WINDOW & GLASS CO	CITY WIDE AUTOMATIC DOOR REPAIRS / PW	329367	6/6/17	210.98
SOUTHERN CALIF TRUCK STOP	MOP# 45758 AUTO SUPPLIES / PW	329368	6/6/17	243.32
STAPLES BUSINESS ADVANTAGE	MOP# 45704. OFFICE SUPPLIES / NSD	329369	6/6/17	153.27
U S BANK	CREDIT CARD EXPENSES / POLICE	329370	6/6/17	1,185.89
VALLEY INDUSTRIAL SPECIALTIES	MOP# 46453 PLUMBING SUPPLIES / PW	329371	6/6/17	505.57
VCA EMERGENCY ANIMAL HOSPITAL	STRAY ANIMAL CARE / PD	329372	6/6/17	2,024.13
WESTFLEX INDUSTRIAL	MOP# 63850 AUTO SUPPLIES / PW	329373	6/6/17	330.82
WILLY'S ELECTRONIC SUPPLY	MOP# 45763 ELECTRIC SUPPLIES / PW	329374	6/6/17	136.01
CAREER TRACK	HOW TO COMMUNIC W/TACT - J. FLORES-CLARK	329375	6/6/17	299.00
SAN DIEGO COUNTY	BIKE RODEO ON MAY 27, 2017 / ENGINEERING	329376	6/6/17	650.00
			A/P Total	511,951.66

SECTION 8 HAPS

Start Date
5/31/2017

End Date
6/6/2017

858,684.77**PAYROLL**

Pay period
12

Start Date
5/23/2017

End Date
6/5/2017

Check Date
6/14/2017

982,827.20

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.


MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

ALBERT MENDIVIL, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 1st OF AUGUST, 2017.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Warrant Register #50 for the period of 06/07/17 through 06/13/17 in the amount of \$151,587.83. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 1, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Warrant Register #50 for the period of 06/07/17 through 06/13/17 in the amount of \$151,587.83.
(Finance)

PREPARED BY: K. Apalategui

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 06/07/17 through 06/13/17.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
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No warrants over \$50,000.00 issued for the period of 06/07/17 through 06/13/17.

FINANCIAL STATEMENT:

ACCOUNT NO.

Warrant total \$151,587.83.

APPROVED:  Finance

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$151,587.83.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #50



WARRANT REGISTER #50
6/13/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ACME SAFETY & SUPPLY CORP	CP BLK VIN SIGN FOR AQUATIC ADVENTURES	329377	6/13/17	52.20
AETNA RESOURCES FOR LIVING	EMPLOYEE ASSISTANCE PROGRAM JUNE 2017	329378	6/13/17	837.72
AGUIRRE, C	REIMBURSEMENT FOR CELL/COMP SUPPLIES	329379	6/13/17	243.80
AMERICAN RADIO INC	VEHICLE CHARGER	329380	6/13/17	229.01
ATKINS NORTH AMERICA INC	N.C. ALLEY DESIGN PROJECT	329381	6/13/17	11,347.38
BROADWAY AUTO GLASS	WINDSHIELD/TINT	329382	6/13/17	476.66
C H COURT TECH INC	GAME COURT TILES / CSD	329383	6/13/17	3,837.00
CALIFORNIA ASSOCIATION OF	CACEO MEMBERSHIP RENEWAL/ G. IBARRA	329384	6/13/17	85.00
CALIFORNIA DIESEL COMPLIANCE	PARTICULATE FILTER FOR BOOM TRUCK / PW	329385	6/13/17	4,071.74
CHRISTENSEN & SPATH LLP	LEGAL SERVICES AFFORDABLE HOUSING MATTER	329386	6/13/17	56.25
CITY OF NATIONAL CITY	PETTY CASH REPLENISHMENT/APR 2017	329387	6/13/17	1,239.19
COMMERCIAL AQUATIC SERVICE INC	PURCHASE OF CHEMICAL POOL SUPPLIES	329388	6/13/17	897.19
COUNTYWIDE MECHANICAL	CITY WIDE PLUMBING AND BACKFLOW	329389	6/13/17	1,009.47
COX COMMUNICATIONS	COX CABLE SERVICES MAY 2017	329390	6/13/17	174.00
DALEY & HEFT LLP	LIABILITY CLAIM COST	329391	6/13/17	3,688.62
EXPRESS PIPE AND SUPPLY CO INC	P/N 12186, CIPIPE 2N 2X10 FT NO HUB / PW	329392	6/13/17	412.11
FASTSIGNS	STANCHION WITH 12" X 18 SIGN HOLDER / PW	329393	6/13/17	217.83
FEDEX	FED EX PACKAGE FOR DELIVERY / HOUSING	329394	6/13/17	35.33
GRAINGER	WARDROBE STORAGE CABINET	329395	6/13/17	1,442.62
GUZMAN, K	KATHY'S CORNER CLASS	329396	6/13/17	63.67
HUDSON SAFE T LITE RENTALS	BARRICADE LED LIGHT CELL FOR STREETS	329397	6/13/17	47.63
KTU&A	NC WATERFRONT PROJECT	329398	6/13/17	1,192.50
MES CALIFORNIA	STATION BOOTS / FIRE	329400	6/13/17	271.87
MUNICIPAL CODE CORPORATION	MUNICIPAL CODE SUPPLEMENT #48, UPDATE #1	329401	6/13/17	1,666.63
NATIONAL CITY TROPHY	MOP 66556. MEDALS AND RIBBON FOR TINY TOTS	329402	6/13/17	282.21
PARRA, F	TRAVEL REIMB / FIRE-RESCUE MED CONFERENCE	329403	6/13/17	177.76
PAULEY EQUIPMENT COMPANY	EDGE U2-21 PARKS EQUIP	329404	6/13/17	174.25
RON BAKER CHEVROLET	REGULAR MAINTENANCE AND REPAIR TO VEHICLE	329405	6/13/17	541.20
SAM'S ALIGNMENT	MOP# 72442 ALIGNMENT / FLEET PW	329406	6/13/17	757.21
SAN DIEGO COUNTY ASSESSOR	ARCC BUILDING RECORDS / HOUSING	329407	6/13/17	2.00
SAN DIEGO FRICTION PRODUCTS	RACK FORD OPEN / FLEET PW	329408	6/13/17	1,866.68
SDG&E	WASTEWATER - GAS & ELECTRIC UTILITIES	329409	6/13/17	24,895.77
SMART & FINAL	MOP 45756. SUPPLIES FOR FIRE DEPT	329410	6/13/17	289.04
SOUTH COAST EMERGENCY	REGULATOR & SWITCH / FLEET PW	329411	6/13/17	634.17
SOUTHWEST SIGNAL SERVICE	MONTHLY TRAFFIC SIGNAL MAINTENANCE APRIL'17	329412	6/13/17	14,451.36
SPEEDPRO IMAGING	REFLECTIVE DECALS / FLEET PW	329413	6/13/17	530.50
SPORTS VENUE PADDING	WALL PADDING - SAFETY UNDER BALL HOOP/CSD	329414	6/13/17	904.25
STAPLES BUSINESS ADVANTAGE	MOP 45704. WRISTBANDS FOR SUMMER PROGRAM	329415	6/13/17	103.27
STAPLES BUSINESS ADVANTAGE	MOP 45704 OFFICE SUPPLIES / HOUSING	329416	6/13/17	21.75
STEVENSON, S	TRAVEL REIMB / SDCCMA CONFERENCE	329417	6/13/17	54.57
SUN BADGE COMPANY INC	BADGE AND HOLDER/HOUSING	329418	6/13/17	128.99
SUPERIOR READY MIX	EMULSION OIL GALLON / PW	329419	6/13/17	263.99
SWEETWATER AUTHORITY	WASTEWATER DIVISION WATER	329421	6/13/17	33,422.70
TELECOM LAW FIRM P C	PROFESSIONAL SERVICES-RIGHT-OF-WAY WIRE	329422	6/13/17	606.00
THE CENTRE FOR ORGANIZATION	EXECUTIVE BUSINESS WRITING & BOARD REPORT	329423	6/13/17	4,800.00
THE CENTRE FOR ORGANIZATION	SUPERVISOR'S ACADEMY	329424	6/13/17	775.00
U S BANK	CREDIT CARD EXPENSES / PD	329425	6/13/17	7,324.06
VEG APPEAL	HEART SMART CLASS	329426	6/13/17	450.00
VERIZON WIRELESS	VERIZON WIRE	329427	6/13/17	543.53



WARRANT REGISTER #50
6/13/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
VORTEX INDUSTRIES INC	REPLACEMENT AND INSTALLATION OF DOORS	329428	6/13/17	23,894.30
WILLY'S ELECTRONIC SUPPLY	MOP #45763/ELECTRONIC SUPPLIES/MIS	329429	6/13/17	97.85
			A/P Total	151,587.83
	GRAND TOTAL			\$ 151,587.83

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.


MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

ALBERT MENDIVIL, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 1st OF AUGUST, 2017.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Warrant Register #51 for the period of 06/14/17 through 06/20/17 in the amount of \$1,993,718.19.
(Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 1, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Warrant Register #51 for the period of 06/14/17 through 06/20/17 in the amount of \$1,993,718.19.
(Finance)

PREPARED BY: K. Apalategui

PHONE: 619-336-4572

DEPARTMENT: Finance

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 06/14/17 through 06/20/17.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
Innovative Construction	329499	55,972.50	Division St Road DIET Project
Adminsire Inc	69705	103,604.45	W/C Acct Replenishment May 2017
Public Emp Ret System	6142017	424,612.18	Service Period 5/23/17 – 06/05/17

FINANCIAL STATEMENT:

APPROVED: 

Finance

ACCOUNT NO.

APPROVED: _____

MIS

Warrant total \$1,993,718.19.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$1,993,718.19.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #51



WARRANT REGISTER #51
6/20/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
ABLE PATROL & GUARD	SECURITY GUARD SERVICES / LIBRARY	329430	6/20/17	3,149.18
AMAZON	BOOKS / LIBRARY	329431	6/20/17	3,568.46
BAKER & TAYLOR	BOOKS / LIBRARY	329432	6/20/17	4,032.75
BEST WAVE LLC	AZULLE ACCESS PLUS HDMI WINDOWS PC	329433	6/20/17	484.10
BOATMAN	REIMB / SUPPLIES FOR VOLUNTEER NIGHT / LIBRARY	329434	6/20/17	95.17
BRODART CO	BOOKS / LIBRARY	329435	6/20/17	584.07
FEDEX	SHIPPING CHARGES / LIBRARY	329436	6/20/17	307.66
FRIENDS OF THE READ S D	REGISTRATION/ TUTOR CONFERENCE / LIBRARY	329437	6/20/17	420.00
MIDWEST TAPE	DVD'S / LIBRARY	329438	6/20/17	335.74
MUNOZ, R	MILEAGE REIMB / READ SD TUTOR CONFERENCE	329439	6/20/17	11.98
NEW READERS PRESS	MATERIAL FOR TUTORS / LIBRARY	329440	6/20/17	155.18
PCNATION	DIGITAL DISPLAY - EP5520T 55IN DLED	329441	6/20/17	3,120.98
SCHIMMINGER, S	REIMBURSEMENT FOR LIBRARY MATERIALS	329442	6/20/17	220.29
SMART & FINAL	MOP #45756 - SUPPLIES FOR LIBRARY	329443	6/20/17	81.13
STAPLES BUSINESS ADVANTAGE	MOP 457504. OFFICE SUPPLIES / LIBRARY	329444	6/20/17	398.08
U S POSTMASTER	POSTAGE FOR OVERDUE NOTICES / LIBRARY	329445	6/20/17	98.00
WILSON LANGUAGE TRAINING	BOOKS FOR THE LITERACY COLLECTION	329446	6/20/17	275.56
REGIONAL TRAINING CENTER	CONFLICT RESOLUTION TRAINING / NSD	329447	6/20/17	198.00
A ONE JANITORIAL SUPPLY	DISSOLVE- SEWER AND LIFT STATION CLEANER / PW	329448	6/20/17	376.00
A REASON TO SURVIVE	BIKE RACKS PROJECTS	329449	6/20/17	22,748.83
ABNEY, P	REIM: SUPPLIES FOR ARO TRUCK / PD	329450	6/20/17	92.16
AIRGAS WEST	MOP 45714 TOOL / HOUSING INSPECTION PROGRAM	329451	6/20/17	331.62
ALDEMCO	FOOD / NUTRITION CENTER	329452	6/20/17	1,834.52
ALERT ALL CORPORATION	PUB ED STICKERS / FIRE	329453	6/20/17	498.51
ALPHA PROJECT FOR THE HOMELESS	EXPENSE REIMB / HOMELESS PROJECT MAY / NSD	329454	6/20/17	8,939.65
ALTA LANGUAGE SERVICES INC	PROFESSIONAL SERVICES / BILINGUAL TEST / HR	329455	6/20/17	120.00
AMERICAN BACKFLOW SPECIALTIES	PURCHASE OF BACKFLOWS & VALVES / PD	329456	6/20/17	85.02
ASSI SECURITY INC	REPAIRS AND MAINTENANCE ON ELECTRIC DOORS	329457	6/20/17	3,300.00
AT&T	AT&T SBC ANNUAL PHONE SERVICE / MAY 2017	329458	6/20/17	6,845.50
AT&T	AT&T SBC ANNUAL PHONE SERVICE / MAY 2017	329459	6/20/17	352.85
AT&T MOBILITY	AT & T WIRELESS SERVICE / MAY 2017	329460	6/20/17	470.54
BEST BUY BUSINESS	DIGITAL CAMERA AND ACCESSORIES / CSD	329461	6/20/17	168.79
BETTER IMPACT USA INC	DATA IMPORT / MIS	329462	6/20/17	70.00
BLACKIE'S TROPHIES AND AWARDS	MOP 67727 BLACKIES/NAME TAGS/PD	329463	6/20/17	60.62
BOOT WORLD	MOP# 64096. BOOTS FOR STAFF / NSD	329464	6/20/17	125.00
BUDGETMAILBOXES.COM	OPEN ACCESS METAL GRAY LOCKERS / FIRE	329465	6/20/17	2,137.94
BUENA PARK NISSAN	2017 NISSAN MAXIMA	329466	6/20/17	34,075.61
CALIFORNIA ASSOCIATION OF CODE	CACEO ANNUAL SEMINAR / NSD	329467	6/20/17	384.00
CALIFORNIA ASSOCIATION OF CODE	CACEO ACADEMY COURSE / NSD	329468	6/20/17	375.00
CALIFORNIA ELECTRIC SUPPLY	MOP# 45698 BUILDING SUPPLIES / PW	329469	6/20/17	15.05
CASAS, L	TRANSLATION SERVICES / COUNCIL 6/06/17	329470	6/20/17	425.00
CEB	BOOKS / CITY ATTORNEY	329471	6/20/17	479.33
CHELIUS, A	TRAINING REIMB SUPERVISORY/CHELIUS / PD	329472	6/20/17	212.68
CIRCULATE SAN DIEGO	ACTIVE TRANSPORTATION PROJECT	329473	6/20/17	8,866.52
COLANTUONO HIGHSMITH	PROFESSIONAL SERVICE	329474	6/20/17	262.50
COUNTY OF SAN DIEGO	REGIONAL COMMUNICATIONS SYSTEM MAY 2017	329475	6/20/17	8,250.00
COUNTYWIDE MECHANICAL	CITY WIDE PLUMBING AND BACKFLOW	329476	6/20/17	6,021.48
COX COMMUNICATIONS	COX CABLE SERVICES MAY 2017	329477	6/20/17	384.00
CPP PRINTING	HISTORIC WHITE PRESS ENVELOPES	329478	6/20/17	972.18



WARRANT REGISTER #51
6/20/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
CULLIGAN	WATERSOFTNER / NUTRITION	329479	6/20/17	221.50
DANIELS TIRE SERVICE	MOP#76986 TIRES / FLEET PW	329480	6/20/17	778.71
DAY WIRELESS SYSTEMS	COMMS EQUIP SERVICE	329481	6/20/17	649.75
DELL MARKETING L P	OPTIPLEX 5040 MINI TOWER	329482	6/20/17	17,999.30
DIMENSION DATA	TELEPHONE PAGING ACCESS MODULE W/PS	329483	6/20/17	280.20
DISCOUNT SPECIALTY CHEMICALS	GREASE ATTACK DRAIN OPENER / FACILITIES	329484	6/20/17	482.60
DIVISION OF THE STATE	SB1186 DISABILITY ACCESS AND ED. FUND PAYMENT	329485	6/20/17	167.10
DOMINIQUE JOHN O MASE	LIABILITY CLAIM COST	329486	6/20/17	500.00
EQUIFAX INFORMATION SVCS	EQUIFAX INFORMATION SVCS FOR SEC. 8	329487	6/20/17	50.00
EXPERIAN	MAY CREDIT CHECKS / PD	329488	6/20/17	65.90
FAT PIPE NETWORKS	GOLD SERVICE 0-200MB-1U - 1YR / MIS	329489	6/20/17	7,420.00
FEDEX	GOVERNMENTAL PURPOSE SHIPMENT	329490	6/20/17	134.80
FIRE ETC	NOZZLES / FIRE	329491	6/20/17	440.24
GARDNER & ASSOCIATES	OVAL JR POLICE BADGE STICKERS	329492	6/20/17	493.70
GEORGE H WATERS NUTRITION CTR	QUARTERLY NEIGHBORHOOD COUNCIL BREAKFAST	329493	6/20/17	1,062.50
GOVCONNECTION INC	CF-31 TOUGHBOOK PRO / MIS	329494	6/20/17	14,840.58
GOVERNMENT FINANCE	GFOA MEMBERSHIP / FINANCE	329495	6/20/17	745.00
GRAINGER	MOP#65179 BUILDING SUPPLIES / PARK PW	329496	6/20/17	252.90
GRANICUS INC	MONTHLY MANAGE SERVICES / MIS	329497	6/20/17	1,477.35
HONOR LIFE MEMORIALS	ENGRAVING SERVICES FOR VETERANS WALL	329498	6/20/17	3,480.00
INNOVATIVE CONSTRUCTION	DIVISION ST ROAD DIET PROJECT	329499	6/20/17	55,972.50
IRON MOUNTAIN	RECORDS MANAGEMENT & DOCUMENT STORAGE	329500	6/20/17	167.21
JOHNSON, S	REIMBURSEMENT FOR GRADUATION SUPPLIES	329501	6/20/17	483.22
KAISER FOUNDATION HEALTH PLANS	KAISER RETIREES INS / JUNE 2017	329502	6/20/17	19,431.02
KONICA MINOLTA	COPIER EQUIPMENT LEASE / MAY 2017	329503	6/20/17	8,522.42
L N CURTIS & SONS	TURNOUTS / FIRE	329504	6/20/17	5,327.75
LEXIPOL LLC	PROJ MGMT MEETING 12:18 HOURS MAY 2017	329505	6/20/17	1,845.00
LIFEGUARD STORE INC	MEGA PHONE AND FIRST AID SUPPLIES FOR TH	329506	6/20/17	299.50
LINE X SAN DIEGO	ACCESSORIES - FLOOR MATS	329507	6/20/17	149.00
LOPEZ, J	TRAVEL MILEAGE REIMBURSEMENT	329508	6/20/17	17.64
LOPEZ, TERESA YOLANDA	TRANSLATION SERVICES / COUNCIL 5/16/17	329509	6/20/17	280.00
LOUNSBERY FERGUSON	SD CO-PERMITTEES STATE MANDATES CLAIM	329510	6/20/17	1,421.00
MAINTEX INC	CITY WIDE JANITORIAL SUPPLIES / PW	329511	6/20/17	969.66
MAN K9 INC	K9 KENNEL FOR DUKE / PD	329512	6/20/17	451.04
MAN K9 INC	MONTHLY MAINTENANCE FOR CANINE TRAINING / PD	329513	6/20/17	1,040.00
MARLO'S AUTO SPECIALTIES	REPLACE REAR BUMPER - AUTO REPAIR	329514	6/20/17	3,586.01
MASON'S SAW	MOP 45729. SUPPLIES FOR FIRE	329515	6/20/17	279.21
MAYER REPROGRAPHICS	LARGE DOCUMENT SCAN TO FILE	329516	6/20/17	53.26
MEDIFIT COMMUNITY SERVICES LLC	PROGRAM MANAGEMENT / CSD	329517	6/20/17	49,352.74
MENDOZA III, S	MEDIC FEE REIMBURSEMENT	329518	6/20/17	56.50
METRO AUTO PARTS DISTRIBUTOR	MOP#75943 AUTO PARTS / FLEET PW	329519	6/20/17	1,434.49
METRO FIRE & SAFETY	REMOVE CONTROL HEAD / FIRE	329520	6/20/17	400.00
MOTOROLA SOLUTIONS INC	BODY CAM CHARGERS / POLICE	329521	6/20/17	3,058.59
MOTOROLA SOLUTIONS INC	VEHICULAR CHARGER / FIRE	329522	6/20/17	699.81
MUNICIPAL CODE CORPORATION	ELECTRONIC UPDATES / SUPPLEMENT 48	329523	6/20/17	530.01
NATIONAL CITY CAR WASH	MOP#72454 CAR WASH SERVICES / PW	329524	6/20/17	410.00
NATIONAL CITY TROPHY	MOP#66556 BUILDING SUPPLIES / PW	329525	6/20/17	99.50
O'REILLY AUTO PARTS	MOP#75877 AUTO SUPPLIES / FLEET PW	329526	6/20/17	307.54
PACIFIC AUTO REPAIR	MOP#72448 AU E/ FLEET PW	329527	6/20/17	275.00



WARRANT REGISTER #51
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<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
PACIFIC TELEMAGEMENT SERVICE	PAY PHONES JUNE 2017	329528	6/20/17	78.00
PADRE JANITORIAL SUPPLIES	JANITORIAL SUPPLIES / NUTRITION	329529	6/20/17	296.77
PALMA, A	EDUCATION REIMBURSEMENT	329530	6/20/17	221.93
PENSKE FORD	MOP#49078 AUTO PARTS / FLEET PW	329531	6/20/17	1,008.48
PORAC LEGAL DEFENSE FUND	LEGAL DEFENSE FUND / POLICE	329532	6/20/17	148.50
POWERSTRIDE BATTERY CO INC	MOP#67839 AUTO PARTS / FLEET PW	329533	6/20/17	253.40
PRO BUILD	MOP# 45707 BUILDING SUPPLIES / PW	329534	6/20/17	1,291.33
PRO-EDGE KNIFE	KNIFESHARPENING SERVICE	329535	6/20/17	46.00
PROFORCE LAW ENFORCEMENT	TASER TRAINING SUIT AND CARTRIDGES	329536	6/20/17	6,016.92
PRUDENTIAL OVERALL SUPPLY	MOP#45742 LAUNDRY SERVICES / PW	329537	6/20/17	477.86
S D COUNTY SHERIFF'S DEPT	RANGE USE / APRIL 2017	329538	6/20/17	400.00
SAM'S ALIGNMENT	MOP#72442 AUTO MAINTENANCE / FLEET	329539	6/20/17	325.80
SAN DIEGO FAMILY MAGAZINE LLC	MARKETING AD WEB CAMP DIRECTORY	329540	6/20/17	1,970.00
SAN DIEGO GAS & ELECTRIC	GAS & ELECTRIC UTILITIES / NUTRITION	329541	6/20/17	2,212.51
SAN DIEGO HYDRAULICS	HOSE ASSEMBLY - AUTO REPAIR	329542	6/20/17	111.11
SAN DIEGO UNION TRIBUNE	LEGAL NOTICES ADVERTISING / MAY 2017	329543	6/20/17	1,008.20
SCLLN	REPLACEMENT FOR RETURNED CHECK / LIBRARY	329544	6/20/17	150.00
SDG&E	WASTEWATER - GAS & ELECTRIC UTILITIES	329545	6/20/17	8,498.66
SEAPORT MEAT COMPANY	MEAT / NUTRITION	329546	6/20/17	1,117.30
SHINN, D	REIMBURSEMENT FOR GRADUATION SUPPLIES	329547	6/20/17	396.98
SILVA, S	EDUCATION REIMBURSEMENT	329548	6/20/17	836.63
SITEONE LANDSCAPE SUPPLY LLC	MOP#69277 LANDSCAPE SUPPLIES / PW	329549	6/20/17	425.77
SMART & FINAL	MOP 45756. SUPPLIES FOR FIRE DEPT	329550	6/20/17	227.80
SMART SOURCE OF CALIFORNIA LLC	MOP 63845. BUSINESS CARDS / CITY ATTORNEY	329551	6/20/17	36.98
SOLARWINDS INC	3512 - SOLARWINDS ENGINEER'S TOOLSET	329552	6/20/17	750.00
SONSRAY MACHINERY LLC	PAD / PW	329553	6/20/17	112.12
SOUTHERN CALIF TRUCK STOP	MOP#45758 OIL FLEET / PW	329554	6/20/17	87.30
SPOK INC	POLICE PAGERS	329555	6/20/17	1.17
STAPLES BUSINESS ADVANTAGE	MOP 45704. OFFICE SUPPLIES / CITY CLERK	329556	6/20/17	1,636.19
STAPLES BUSINESS ADVANTAGE	MOP 45704. CURLING RIBBON / CSD	329557	6/20/17	2.93
SUPERIOR READY MIX	TYPE 3 C ASPHALT MATERIAL FOR STREETS	329558	6/20/17	336.18
SWEETWATER AUTHORITY	WASTEWATER DIVISION WATER UTILITIES	329559	6/20/17	416.12
SYSCO SAN DIEGO INC	FOOD / NUTRITION CENTER	329560	6/20/17	6,574.10
THE HOME DEPOT CREDIT SERVICES	SOLAR POWER SMART LED STREET	329561	6/20/17	1,205.97
THOMSON REUTERS WEST	ONLINE LEGAL RESEARCH	329562	6/20/17	809.85
TRITECH SOFTWARE SYSTEMS	TRITECH CAD INTERFACE LICENSING	329563	6/20/17	10,200.00
U S BANK	CREDIT CARD EXPENSES / POLICE	329564	6/20/17	4,953.71
U S BANK	CREDIT CARD EXPENSES / CSD	329565	6/20/17	852.50
U S BANK	CREDIT CARD EXPENSES / CITY ATTORNEY	329566	6/20/17	77.99
UNDERGROUND SERVICE ALERT	170- NEW TICKET CHARGES FOR DIG ALERT	329567	6/20/17	478.50
UNITED RENTALS	GENERATOR RENTAL / PW	329568	6/20/17	13,317.46
UNITED ROTARY BRUSH CORP	STREET SWEEPER REPAIRS	329569	6/20/17	2,093.41
VALLEY INDUSTRIAL SPECIALTIES	MOP# 46453 PLUMBING SUPPLIES / PW	329570	6/20/17	632.29
VERIZON WIRELESS	VERIZON CELLULAR SERVICE / MAY 2017	329571	6/20/17	14,970.33
WEST COAST ARBORISTS INC	CONTRACTING SERVICES FOR TREE TRIMMING	329572	6/20/17	17,333.60
WEST PAYMENT CENTER	BOOKS / CITY ATTORNEY	329573	6/20/17	528.47
WILLDAN FINANCIAL SERVICES	USER FEE STUDY	329574	6/20/17	6,740.00
WILLY'S ELECTRONIC SUPPLY	COMPUTER WIRELESS PERIPHERALS	329575	6/20/17	186.37



**WARRANT REGISTER #51
6/20/2017**

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
SWEETWATER UNION HS DISTRICT	SPECIAL TAXES/SUCCESSOR AGENCY	329576	6/20/17	55.30
A/P Total				434,043.48
WIRED PAYMENTS				
ADMINSURE INC	W/C ACCT REPLENISHMENT MAY 2017	69705	6/20/17	103,604.45
ARCO BUSINESS SOLUTIONS	FUEL FOR CITY FLEET MAY 2017	106788	6/14/17	27,321.31
PAYCHEX BENEFIT TECHNOLOGIES	BENETRAC ESR SVCS BASE FEE JUN 2017	946521	6/16/17	507.00
PUBLIC EMP RETIREMENT SYSTEM	SERVICE PERIOD 05/23/17 - 06/05/17	6142017	6/14/17	424,612.18
SECTION 8 HAPS				
	Start Date	End Date		
	6/14/2017	6/20/2017		8,166.80
PAYROLL				
Pay period	Start Date	End Date	Check Date	
13	6/6/2017	6/19/2017	6/18/2017	995,462.97
GRAND TOTAL				<u>\$ 1,993,718.19</u>

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.


MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

ALBERT MENDIVIL, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 1st OF AUGUST, 2017.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Warrant Register #52 for the period of 06/21/17 through 06/27/17 in the amount of \$762,526.43. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 1, 2017

AGENDA ITEM NO. _____

ITEM TITLE:

Warrant Register #52 for the period of 06/21/17 through 06/27/17 in the amount of \$762,526.43.
(Finance)

PREPARED BY: K. Apalategui

DEPARTMENT: Finance

PHONE: 619-336-4572

APPROVED BY: 

EXPLANATION:

Per Government Section Code 37208, attached are the warrants issued for the period of 06/21/17 through 06/27/17.

Consistent with Department of Finance, listed below are all payments above \$50,000.

<u>Vendor</u>	<u>Check/Wire</u>	<u>Amount</u>	<u>Explanation</u>
CS Legacy Construction Inc	329598	114,567.88	Paradise Creek Project
Dick Miller Inc	329607	142,847.33	Plaza Blvd. Widening / N Ave Project
Kimley Horn and Assoc Inc	329614	66,984.98	Euclid Avenue Project
Kinsman Construction Inc	329615	50,000.00	Police Dept. Building Imp. Project
Palm Engineering	329629	326,884.94	Division St. Traffic C. Project
Pavement Coatings Co	329631	156,472.24	18 th Street Bicycle Enh. Project
Project Professional Corp	329636	107,927.66	Sewer Line Replc. Project

FINANCIAL STATEMENT:

APPROVED:  Finance

ACCOUNT NO.

APPROVED: _____ MIS

Warrant total \$762,526.43.

ENVIRONMENTAL REVIEW:

This is not a project and, therefore, not subject to environmental review.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Ratify warrants totaling \$762,526.43.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Warrant Register #52



WARRANT REGISTER #52

6/27/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
MARLO'S AUTO SPECIALTIES	REPAIR HOOD PANEL / FLEET PW	329577	6/22/17	2,497.08
PLANETBIDS INC	PLANETBIDS SUBSCRIPTION	329578	6/27/17	4,110.98
S D C L E E A A	2017 EXPLORER ACADEMY ENROLLMENT / PD	329579	6/27/17	9,000.00
SID'S CARPET BARN INC	CARPET FOR NC STAGE / CSD	329580	6/27/17	851.51
GALLEGOS, D	REIMB. OVERNIGHT FEDEX SVCS	329581	6/27/17	92.00
ACE UNIFORMS & ACCESSORIES INC	JACKETS AND FLASHLIGHT / NSD	329582	6/27/17	446.07
ACE UNIFORMS & ACCESSORIES INC	NGUYEN SWAT UNIFORM / PD	329583	6/27/17	317.83
ADDICTION MEDICINE	MEDICAL SERVICES	329584	6/27/17	1,750.00
ALPHA PROJECT FOR THE HOMELESS	EXP REIMB ALPHA HOMELESS PROJECT/ JANUARY	329585	6/27/17	11,056.35
AT&T	AT&T PHONES MAY 2017	329586	6/27/17	8,488.03
BANNER BANK	PLAZA BLVD. WIDENING, N AVE PROJECT	329587	6/27/17	7,518.28
BCM CUSTOMER SERVICE INC	BELT REPLACEMENT FOR AC UNITS / PW	329588	6/27/17	319.00
BEST BEST & KRIEGER ATTNY LAW	LIABILITY CLAIM COST	329589	6/27/17	88.50
BMI	MUSIC PERFORMANCE / 06/01/17-05/31/18	329590	6/27/17	612.00
BOOT WORLD	MOP# 64096 SAFETY SUPPLIES / PARKS DIVISION	329591	6/27/17	125.00
CALIFORNIA ASSOCIATION OF CODE	CACEO SUBSTANDARD COURSE / NSD	329592	6/27/17	75.00
CALPERS - FINANCIAL REPORTING	REPLACEMENT BENEFITS CONTRIBUTION	329593	6/27/17	64.71
CHILDREN'S HOSPITAL	CHILD ABUSE EXAMS / PD	329594	6/27/17	456.00
CLF WAREHOUSE INC	MOP#80331 AUTO SUPPLIES / FLEET PW	329596	6/27/17	500.09
COMMERCIAL & INDUSTRIAL	ARTS BUILDING ROOF REPLACEMENT PROJECT	329597	6/27/17	43,652.97
CS LEGACY CONSTRUCTION INC	PARADISE CREEK PROJECT	329598	6/27/17	114,567.88
CWEA MEMBERSHIP	MEMBERSHIP FOR JORGE PENA	329599	6/27/17	184.00
CYNTHIA TITGEN CONSULTING INC	PROFESSIONAL SERVICES - MAY	329600	6/27/17	3,360.00
DALEY & HEFT LLP	LIABILITY CLAIM COST	329601	6/27/17	8,201.52
DALEY & HEFT LLP	LIABILITY CLAIM COST	329602	6/27/17	4,625.55
DALEY & HEFT LLP	LIABILITY CLAIM COST	329603	6/27/17	1,524.80
DANIELS TIRE SERVICE	MOP#76986 AUTO SUPPLIES / FLEET PW	329604	6/27/17	468.83
DATA TICKET INC	DATA TICKET APPEALS & ON-LINE ACCESS / NSD	329605	6/27/17	2,812.53
DEPT OF JUSTICE	FINGERPRINTING OF APPLICANTS / PD	329606	6/27/17	192.00
DICK MILLER INC	PLAZA BLVD. WIDENING / N AVE PROJECT	329607	6/27/17	142,847.33
DUNBAR ARMORED INC	ARMORED SERVICES / FINANCE	329608	6/27/17	246.62
DURAN, D	EDUCATIONAL REIMBURSEMENT / PD	329609	6/27/17	1,625.00
E2 MANAGE TECH INC	2020 HOOVER UST PROJECT	329610	6/27/17	5,115.00
FERGUSON ENTERPRISES INC	MOP#45723 AUTO SUPPLIES / FLEET PW	329611	6/27/17	510.35
GRAINGER	HAND DRYER FOR PARK RESTROOM	329612	6/27/17	2,666.55
HARRIS & ASSOCIATES INC	MISC. SEWER PROJECT	329613	6/27/17	2,185.00
KIMLEY HORN AND ASSOC INC	EUCLID AVENUE PROJECT	329614	6/27/17	66,984.98
KINSMAN CONSTRUCTION INC	POLICE DEPT. BUILDING IMP. PROJECT	329615	6/27/17	50,000.00
KTU&A	NC INVENTORY STUDY PROJECT	329616	6/27/17	1,030.00
LASER SAVER INC	MOP #45725/PRINTER SUPPLIES/MIS	329617	6/27/17	1,281.51
LUCAS, M	EDUCATION REIMBURSEMENT	329618	6/27/17	240.00
MACIAS, M	EDUCATIONAL REIMBURSEMENT / PD	329619	6/27/17	213.00
MELLADO DESIGNS	POLO SHIRTS FOR STAFF / NSD	329620	6/27/17	337.74
MELLADO DESIGNS	POLO SHIRTS FOR STAFF / NSD	329621	6/27/17	69.28
MERCURY INSURANCE COMPANY	LIABILITY CLAIM COST	329622	6/27/17	1,939.23
METRO AUTO PARTS DISTRIBUTOR	MOP#75943 AUTO PARTS / FLEET PW	329623	6/27/17	363.73
MINUTEMAN PRESS	TOGETHER WE CAN MATERIALS	329624	6/27/17	2,370.27
NBS	LANDSCAPE MAINTENANCE DISTRICT - NBS	329625	6/27/17	985.00
NCPOA	REIMB FOR RE AWARD	329626	6/27/17	225.00



WARRANT REGISTER #52
6/27/2017

<u>PAYEE</u>	<u>DESCRIPTION</u>	<u>CHK NO</u>	<u>DATE</u>	<u>AMOUNT</u>
OPPER, RICHARD	LEGAL SERVICES - TOD HOUSING	329627	6/27/17	702.50
O'REILLY AUTO PARTS	MOP#75877 AUTO PARTS / FLEET PW	329628	6/27/17	5.05
PALM ENGINEERING	DIVISION ST. TRAFFIC C. PROJECT	329629	6/27/17	326,884.94
PARTS AUTHORITY METRO LLC	MOP#75943 AUTO PARTS / FLEET PW	329630	6/27/17	221.99
PAVEMENT COATINGS CO	18TH STREET BICYCLE ENH. PROJECT	329631	6/27/17	156,472.24
PCS MOBILE	BATTERIES FOR TOUGH BOOKS	329632	6/27/17	358.88
PEACE OFFICERS RESEARCH	4TH QUARTER PORAC DUES	329633	6/27/17	71.50
PENSKE FORD	MOP#49078 AUTO PARTS / FLEET PW	329634	6/27/17	236.15
PRO BUILD	MOP# 45707 BUILDING SUPPLIES / PW	329635	6/27/17	38.14
PROJECT PROFESSIONALS CORP	SEWER LINE REPLC. PROJECT	329636	6/27/17	107,927.66
PRUDENTIAL OVERALL SUPPLY	MOP# 45742 LAUNDRY SERVICES / PW	329637	6/27/17	177.89
RELY ENVIRONMENTAL	HAZARDOUS WASTE AT PD	329638	6/27/17	868.00
SAN DIEGO ARCHITECTURAL	PRC T1709 ECON DEV TAINTING / HOUSING AND	329639	6/27/17	190.00
SAN DIEGO FRICTION PRODUCTS	MOP#80333 AUTO PARTS / FLEET PW	329640	6/27/17	175.20
SAN DIEGO MIRAMAR COLLEGE	TUITION BASIC TC INV/SCANLON / PD	329641	6/27/17	69.00
SAN DIEGO PET SUPPLY	MOP SD PET SUPPLY / PD	329642	6/27/17	571.97
SAN DIEGO PR	LAYOUT, EDITING & DISTRIBUTION OF NC NEWS	329643	6/27/17	600.00
SAN DIEGO REGIONAL COMPUTER	FORENSIC SERVICES ANNUAL PAYMENT FY 17	329644	6/27/17	12,000.00
SASI	MONTHLY TRUST ACCOUNTING CHARGES	329645	6/27/17	404.10
SD COUNTY POLICE CHIEF'S AND	SD COUNTY POLICE CHIEFS AND SHERIFFS ASSOC	329646	6/27/17	350.00
SHRED IT USA	MONTHLY SHREDDING SERVICE	329647	6/27/17	187.95
SITEONE LANDSCAPE SUPPLY LLC	MOP# 45720 HORTICULTURAL ITEMS / PW	329648	6/27/17	163.24
SMART & FINAL	MOP SMART AND FINAL #0347017	329649	6/27/17	272.15
SMART SOURCE OF CALIFORNIA LLC	POLICE PRESENTATION FOLDERS	329650	6/27/17	1,347.77
STAPLES BUSINESS ADVANTAGE	SNAP SCANNERS NET RMS / POLICE	329651	6/27/17	4,921.33
STOUT, Z	EDUCATION REIMBURSEMENT	329652	6/27/17	170.00
THE COUNSELING TEAM	EMPLOYEE PEER SUPPORT MAY 2017	329653	6/27/17	800.00
U S BANK	CREDIT CARD EXPENSES / HR	329654	6/27/17	1,272.68
VCA EMERGENCY ANIMAL HOSPITAL	STRAY ANIMAL PET CARE / PD	329655	6/27/17	1,010.17
WEST PAYMENT CENTER	BACKGROUND INFORMATION / MAY 2017	329656	6/27/17	585.00
WILLY'S ELECTRONIC SUPPLY	MOP# 45763 ELECTRICAL SUPPLIES / PW	329657	6/27/17	82.67
A/P Total				757,526.43
WIRED PAYMENTS				
PUBLIC EMP RETIREMENT SYSTEM	GASB 68 REPORTING SERVICES FEE	6222017	6/22/17	5,000.00

GRAND TOTAL

\$ 762,526.43

Certification

IN ACCORDANCE WITH SECTION 37202, 37208, 372059 OF THE GOVERNMENT CODE, WE HEREBY CERTIFY TO THE ACCURACY OF THE DEMANDS LISTED ABOVE AND TO THE AVAILABILITY OF FUNDS FOR THE PAYMENT THEREOF AND FURTHER THAT THE ABOVE CLAIMS AND DEMANDS HAVE BEEN AUDITED AS REQUIRED BY LAW.


MARK ROBERTS, FINANCE

LESLIE DEESE, CITY MANAGER

FINANCE COMMITTEE

RONALD J. MORRISON, MAYOR-CHAIRMAN

ALBERT MENDIVIL, VICE-MAYOR

ALEJANDRA SOTELO-SOLIS, MEMBER

MONA RIOS, MEMBER

JERRY CANO, MEMBER

I HEREBY CERTIFY THAT THE FOREGOING CLAIMS AND DEMANDS WERE APPROVED AND THE CITY TREASURER IS AUTHORIZED TO ISSUE SAID WARRANTS IN PAYMENT THEREOF BY THE CITY COUNCIL ON THE 1st OF AUGUST, 2017.

AYES _____

NAYS _____

ABSENT _____

The following page(s) contain the backup material for Agenda Item: Public Hearing
Proposed Street Vacation of a portion of undeveloped M Avenue between East 16th
Street and East 14th Street. (Applicant: Ralph Gonzales) (Case File No. 2017-04 SC)
(Planning)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 1, 2017

AGENDA ITEM NO.: 1

ITEM TITLE:

Public Hearing – Proposed Street Vacation of a portion of undeveloped “M” Avenue between East 16th Street and East 14th Street. (Applicant: Ralph Gonzales) (Case File No. 2017-04 SC)

PREPARED BY: Martin Reeder, AICP

MR

DEPARTMENT: Planning

PHONE: 619-336-4313

APPROVED BY:

[Signature]

EXPLANATION:

The City Council initiated the vacation request on April 3, 2017 to vacate approximately 451 feet of “M” Avenue north of East 16th Street. The Planning Commission determined that the vacation is consistent with the General Plan on June 5, 2017.

The attached Background Report describes the proposed vacation in more detail.

FINANCIAL STATEMENT:

APPROVED: _____ Finance

ACCOUNT NO.: _____

APPROVED: _____ MIS

ENVIRONMENTAL REVIEW:

Exempt pursuant to CEQA, Section 15305 Minor Alterations in Land Use Limitations, Class 5. The street and alley vacation do not result in any changes in land use.

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Staff concurs with the Planning Commission determination and recommends approval of the street vacation.

BOARD / COMMISSION RECOMMENDATION:

The Planning Commission determined the Street Vacation request complies with the General Plan.
Vote: Ayes – Baca, Flores, Garcia, Sendt, Quintero, Yamane Noes: DelaPaz

ATTACHMENTS:

- | | |
|-------------------------------------|--|
| 1. Background report | 5. National School District letter dated April 4, 2017 |
| 2. Recommended finding & conditions | 6. Planning Commission Resolution 2017-17 |
| 3. Overhead/site photos | 7. Notice of Exemption |
| 4. Site plan and cross-sections | 8. Public Hearing notice |

BACKGROUND REPORT

Background

The applicant is proposing to vacate approximately 451 feet of "M" Avenue north of East 16th Street. The applicant proposes to add the vacated street to their adjacent residential lots, ultimately to be developed with a future residential project. The applicant wishes to ultimately construct a 29-unit multi-unit residential development on the site, a concept site plan for which is included with this application. The concept project consists of nine buildings and 75 parking spaces (45 garage and 29 open), along with required open space.

Adopted in January 2006, the City's Street Vacation Procedures require the City Council to initiate a request to vacate any public streets. The Council initiated the street vacation request on April 3, 2017. Pursuant to the Streets and Highways Code, Section 8313 and the Street Vacation Procedures, the Planning Commission must determine whether a proposed vacation is consistent with the General Plan and forward the recommendation to the City Council.

Concurrent applications

The applicant has also applied for a General Plan Amendment, Zone Change, and Tentative Subdivision Map for the project. The amendment and zone change have already been initiated by the Planning Commission. Public hearings for these items will be scheduled in the near future at the Planning Commission and subsequently at the City Council.

Site Characteristics

The segment of street proposed to be vacated is considered a "paper street", which is generally undeveloped land, but shown as street right-of-way on an Assessor's Parcel Map. The 60-foot wide portion of the street abuts nine undeveloped residential lots, owned by the project developer to the west, and the offices of the National School District to the east. The applicant proposes to add the westerly half of the vacated street to their adjacent residential lots, ultimately to be developed with a future residential project. The easterly half would revert to the underlying ownership of the adjacent property owner (National School District).

Proposal

The area proposed to be vacated is 27,060 square feet in size. The land would be added to the adjacent nine lots owned by the developer for inclusion into a future multi-unit project. Once the street is vacated, each of the nine residential lots would increase in size by approximately 1,500 square feet (50 feet by 30 feet). The applicant is also in the process of applying for a Land Use and Zone change for the properties. If approved, the nine lots would be merged into one and likely mapped for condominium units.

The area adjacent to “M” Avenue in this location (that is not owned by the developer) is fully developed. The area slopes down from East 16th Street to South Bay Plaza (south to north) and from west to east, to form a rough valley shape. There is an existing single-family neighborhood to the west, which is located behind a large hill; there is an existing mixed-density neighborhood of duplexes and triplexes located across East 16th Street to the south; the National School District offices and bus yard is located to the east, on the other side of the “M” Avenue “paper street”; and South Bay Plaza is located to the north, beyond an existing grove of trees at the bottom of the valley area.

Analysis

The street segment proposed to be vacated is an undeveloped “paper street” and is not designated as a road or street in the Circulation Element of the General Plan. The “paper street” is not used for any form of motorized or non-motorized access. In addition, the area adjacent to the street to be vacated is fully developed with established uses, and is unlikely to change. As a result of the existing development, and because all the properties adjacent to the site are owned by one entity, no future need for “M” Avenue is anticipated. After vacation, no development would be possible on the nine lots without providing access to East 16th Street. This will ensure that the property or properties is developed in a responsible and planned manner.

General Plan Conformance

The street segment proposed to be vacated is an undeveloped “paper street” and is not designated as a road or street in the Circulation Element of the General Plan.

The nine lots adjacent to “M” Avenue were originally subdivided from one large property in 2000. The area has remained vacant ever since. Merging the parcels and adding half of the area to be vacated would increase the potential of the property. The resultant property size and configuration would be better able to provide a mix of housing that is consistent with the needs of the Housing Element, which focuses on (among other things):

- Matching housing supply with need
- Maximizing housing choice throughout the community

Having a more comprehensive project would also be consistent with General Plan policies related to Goal LU-7: The efficient use of land and infrastructure, specifically, the following policies:

- **Policy LU-7.1:** Establish incentives to promote the use and development of vacant infill parcels and the intensification of land uses on underutilized parcels to realize the greatest benefit to the community.
- **Policy LU-7.6:** Support the strategic conversion of certain sections of streets into developable land only where the conversion positively contributes to the redevelopment and revitalization of the area, improves traffic safety, and does not impede emergency access.

This is important because the City is almost completely built out, but additional population growth and development still needs to be accommodated. Vacant parcels, underutilized parcels, and existing vacant buildings are the most logical locations to direct future development.

Planning Commission hearing

Planning Commission held a hearing on May 1, 2017 in order to review if the proposed vacation was in conformance with the City's General Plan. At the meeting, a representative of the National School District provided a letter outlining the conditions under which the District would accept the easterly 30 feet of "M" Avenue, should it ultimately be vacated. In addition, the District representative and Planning Commissioners raised concerns about drainage impacts resulting from the proposed development.

In order to address the concerns of the School District and the Planning Commission, the applicant provided three cross-sections of the property at a subsequent meeting held on June 5, 2017. The sections show the finished level of "M" Avenue in a post-development state. All three cross-sections show that the ground will slope away from the District property to the base of the retaining wall that would be part of the project. With this necessary drainage infrastructure in place, no impacts to the District property would be caused by the proposed development. The cross-sections are attached.

The applicant will also construct a new storm drain within the easterly 30 feet (sewer and storm drain shown in the profile), which is a requirement of the Engineering Department. It is important to note that all new improvements along "M" Avenue will be the burden of the developer and at no time will the District be financially responsible for the costs of said improvements.

Staff researched what could occur if the School District did not wish to accept the vacated area of "M" Avenue; however, no provisions or examples were provided by the Streets and Highways Code, which governs right-of-way vacations. In addition, the applicants

have stated that if the District does not wish to accept the easterly 30 feet of "M" Avenue, the developers would be willing to assume that property as an addition to the street vacation. In this case, no increase in the size of the development would occur; the extra right-of-way would simply become part of the buffer between the properties.

The Planning Commission determined that the Street Vacation was in conformance with the National City General Plan (Circulation Element).

Summary

The General Plan Circulation Element does not identify the area as a road or street. The proposed street vacation does not conflict with the policies and goals of the General Plan. Furthermore, the vacation would promote a more comprehensive project that is consistent with the Housing Element.

If the undeveloped street is vacated, the applicant will continue with the concurrent applications described above. Staff reports will be provided to the City Council at a public hearing after Planning Commission has also held a public hearing. Reports will include appropriate environmental review.

Options

1. Approve 2017-04 SC based on attached findings or other findings as determined by the City Council, subject to the attached conditions and; or
2. Deny 2017-04 SC based on findings as determined by the City Council; or,
3. Continue the item for additional information.

RECOMMENDED FINDING OF APPROVAL

2017-04 SC – 16th Street & “M” Avenue

1. That the Street Vacation as described in Case File No. 2017-04 SC is not necessary for present and prospective public use, because the portion of “M” Avenue to be vacated is an undeveloped “paper street” that does not serve to provide any motorized or non-motorized access. In addition, the street is not identified as a road or street in the Circulation Element of the General Plan.

RECOMMENDED CONDITIONS OF APPROVAL

2017-04 SC – 16th Street & “M” Avenue

General

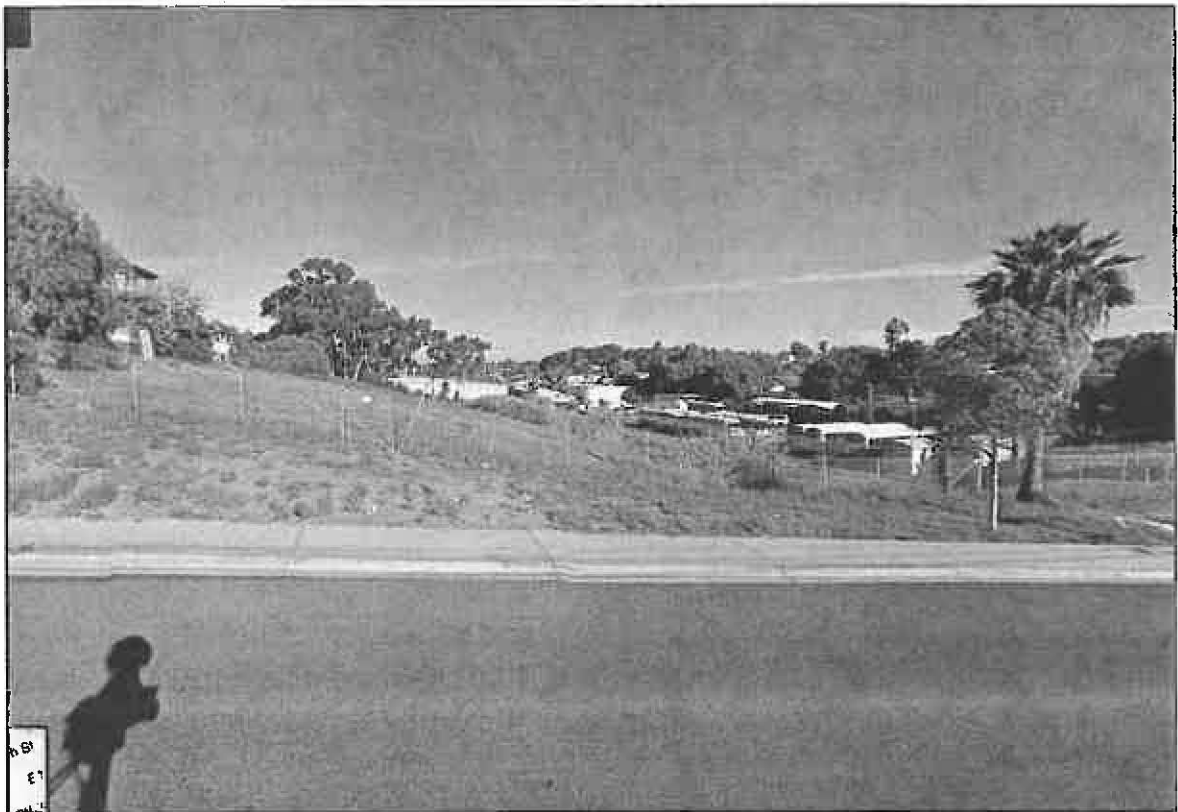
1. This *Street Closure* authorizes the vacation of 60 feet by 451 feet of “M” Avenue north of East 16th Street. Except as required by conditions of approval, all plans submitted for permits associated with the project shall conform to Exhibit A, Case File No. 2017-04 SC dated 4/5/2017, and Exhibit B, Case File No. 2017-04 SC dated 5/9/2017.
2. *Within four (4) days* of approval, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the *County Clerk* and submitted to the National City Planning Department.

Sweetwater Authority

3. In accordance with current Sweetwater Authority Design Standards and the Standard Specifications for Construction of Water Facilities, water service must be provided from an Authority-owned water main located within the right-of-way or an Authority-owned easement. Following vacation of the undeveloped portion of “M” Avenue, all water to serve the conceptual site shall be required to be obtained from an existing 16" PVC water main located within the right-of-way on East 16th Street.

2017-04 SC – 16th & “M” – Overhead





Looking north from East 16th Street



Looking northwest from East 16th Street

9

CH-107	Serial	CR. No.
87	242	A.O
CARTER HILL 1431131 5th PLANE		
PROJECT FIVE 2010-2006		
1000		
07-27-01		

SCALE: 1"=20'-0"

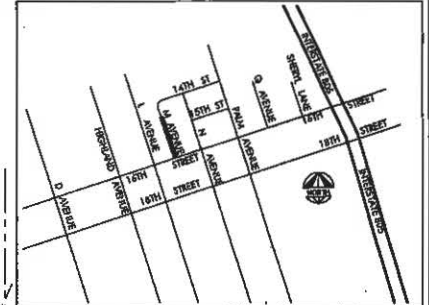
5 PA
2C

SCALE: 1" = 20'

20 10 0 20 40 60

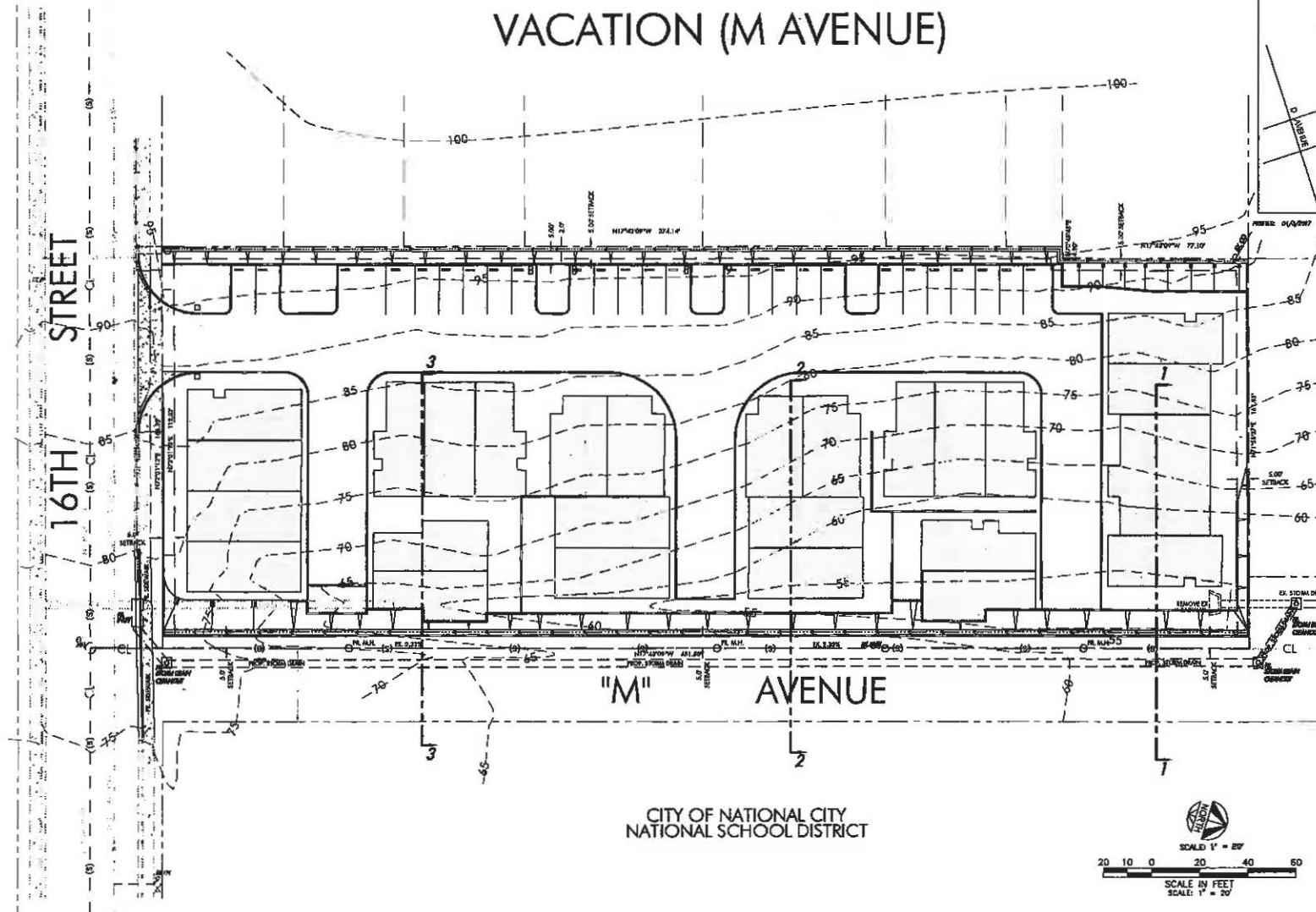
SCALE IN FEET
SCALE: 1" = 20'

PLAN OF CROSS SECTIONS OF ROADWAY VACATION (M AVENUE)

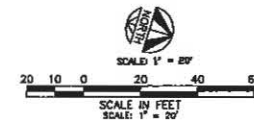


VICINITY MAP

NOT TO SCALE

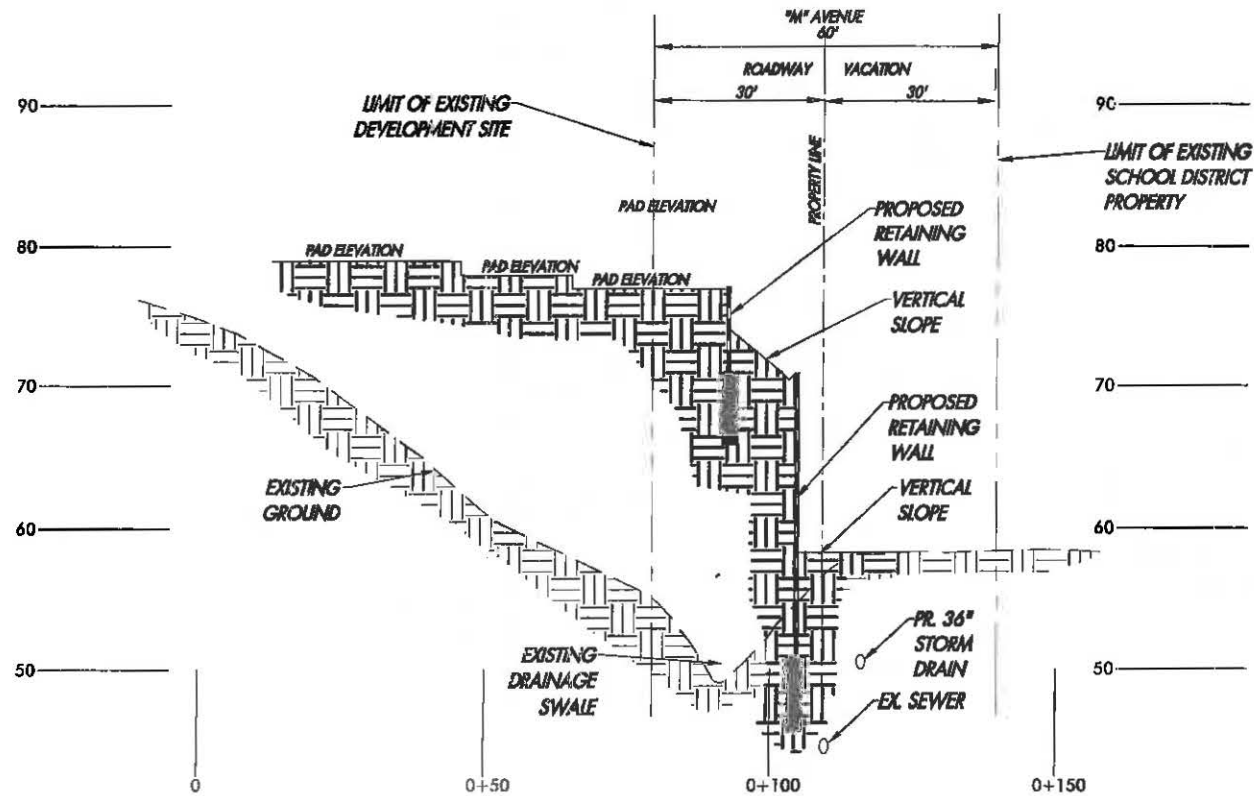


CITY OF NATIONAL CITY
NATIONAL SCHOOL DISTRICT



SITE DEVELOPMENT PLAN

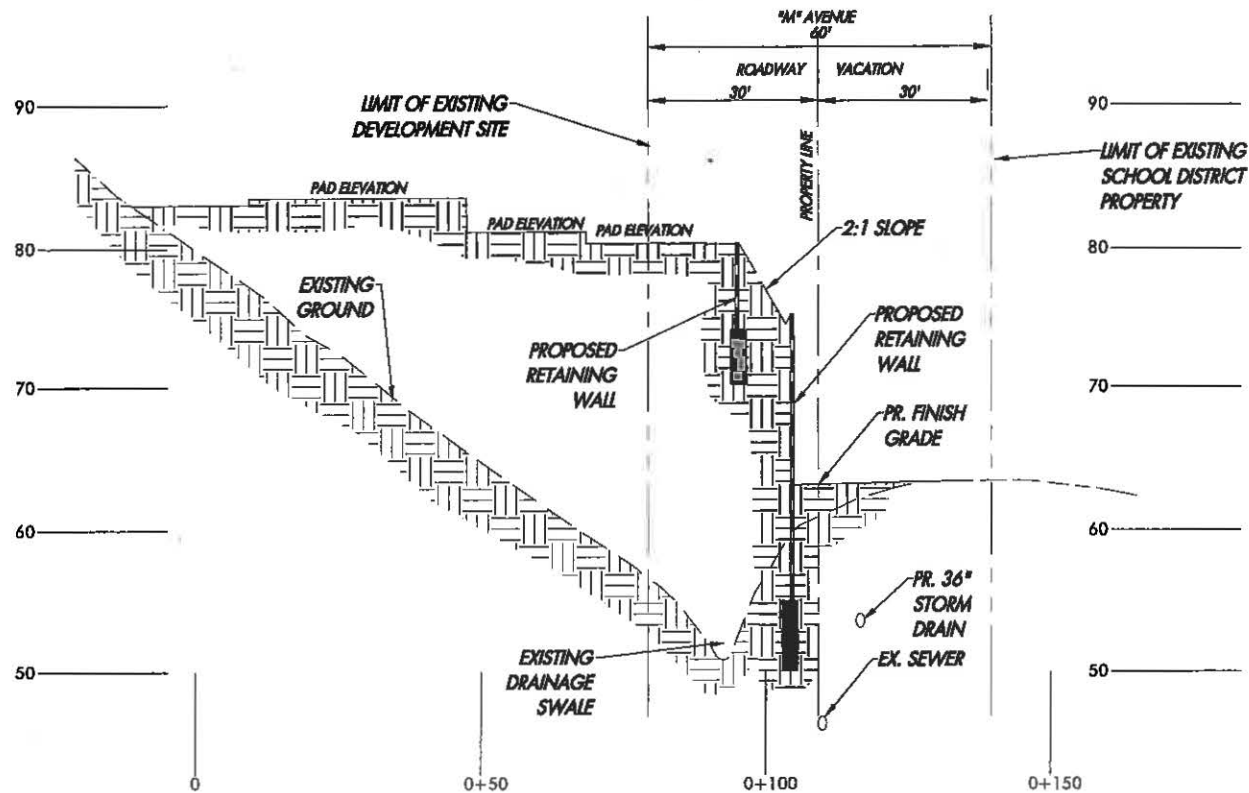
CROSS SECTIONS OF ROADWAY VACATION (M AVENUE) AND ASSOCIATED IMPROVEMENTS



SECTION 1-1

HORIZONTAL: 1"=10'
VERTICAL: 1"=4'

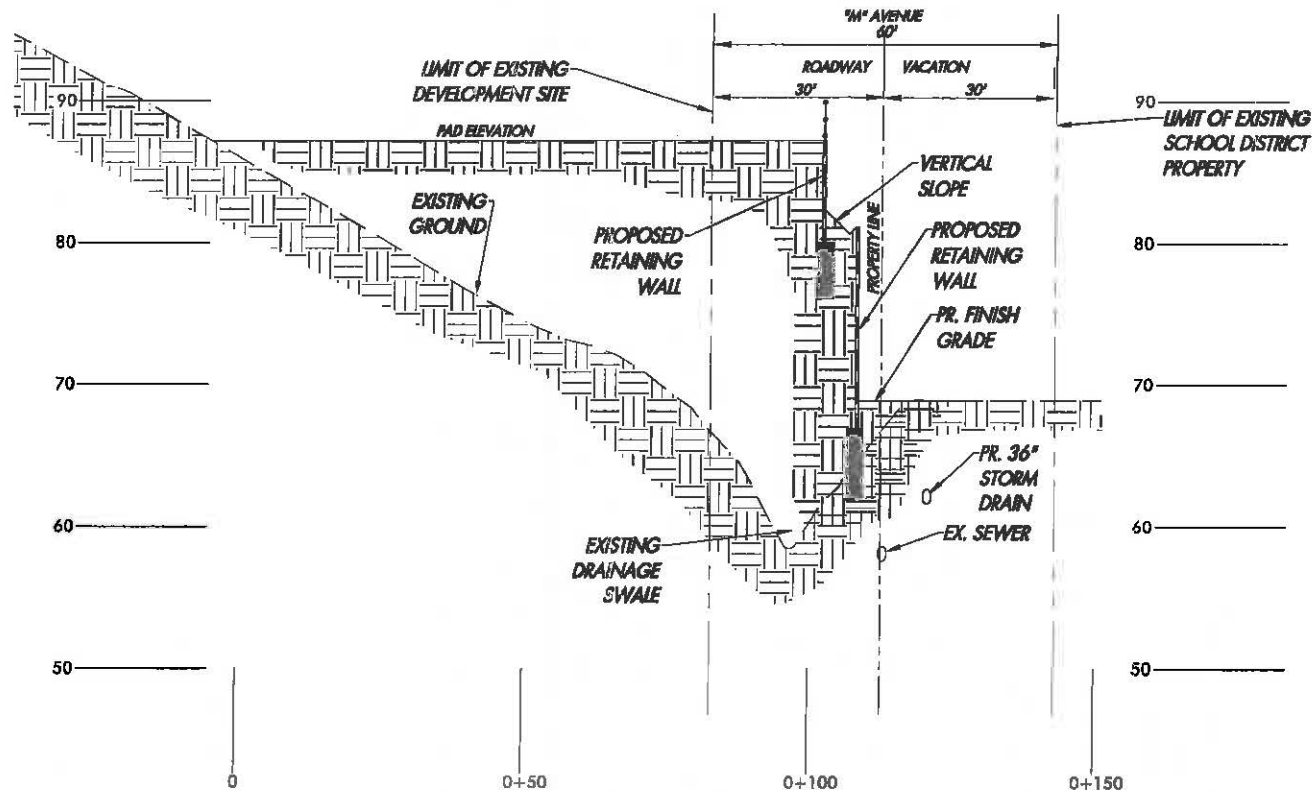
CROSS SECTIONS OF ROADWAY VACATION (M AVENUE) AND ASSOCIATED IMPROVEMENTS



SECTION 2-2

HORIZONTAL: 1"=10'
VERTICAL: 1"=4'

CROSS SECTIONS OF ROADWAY VACATION (M AVENUE) AND ASSOCIATED IMPROVEMENTS



SECTION 3-3
HORIZONTAL: 1"=10'
VERTICAL: 1"=4'



April 4, 2017

Ralph Gonzales
Owners Representative
White Star Capital LLC
PO Box 1265
Rancho Santa Fe, CA 92067

Re: "M" Avenue Road Vacation

Dear Mr. Gonzales,

"M" Avenue is currently an uncompleted roadway that abuts up to the National School District property located at 1500 "N" Avenue. Completion of this roadway would serve no public purpose, except to put traffic immediately adjacent to our office buildings and bus yard. As a result, the National School District supports the vacation of "M" Avenue as shown on your "M" AVE & 16TH ST PROJECT "M" STREET ROAD VACATION MAP (attached).

In order for the District to determine if we are willing accept the 30 feet of continuous vacated land as requested, we would need to have a survey of the land completed to ensure there are no geological issues. This is necessary due to the flood channel that is present at approximately 25 feet from District property. Once a survey is completed, the completed report would need to be presented to the National School District Governing Board to determine if it is in the District's interest to accept the land, and take formal action to do so.

If you have any questions or concerns, please do not hesitate contacting me. I can be reached at 619-336-7710, or by email at ccarson@nsd.us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Carson".

Christopher B. Carson
Assistant Superintendent Business Services

1500 "N" Avenue . National City, California 91950 . (619) 336-7710 . FAX (619) 336-7516

ATTACHMENT 5

RESOLUTION NO. 2017-17

**A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF NATIONAL CITY, CALIFORNIA,
FINDING THE VACATION OF A PORTION OF
UNDEVELOPED "M" AVENUE BETWEEN
EAST 16TH STREET AND EAST 14TH STREET
FOR CONFORMANCE WITH THE GENERAL PLAN.
CASE FILE NO. 2017-04 SC**

WHEREAS, the Planning Commission of the City of National City considered the vacation of portion of undeveloped "M" Avenue between East 16th Street and East 14th Street for consistency with the General Plan at hearings held on May 1, 2017 and June 5, 2017, at which time oral and documentary evidence was presented; and,

WHEREAS, at said hearing the Planning Commission considered the staff report contained in Case File No. 2017-04 SC maintained by the City and incorporated herein by reference along with evidence and testimony at said hearing; and,

WHEREAS, this action is taken pursuant to all applicable procedures required by State law and City law; and,

WHEREAS, the action recited herein is found to be essential for the preservation of public health, safety, and general welfare.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of National City, California, based on the testimony and evidence presented to the Planning Commission at public hearings held on May 1, 2017 and June 5, 2017, that the Planning Commission finds the proposed Street Vacation in conformance with the National City General Plan.

BE IT FURTHER RESOLVED that the application for Street Vacation, if approved, is subject to the following conditions:

General

1. This *Street Closure* authorizes the vacation of 60 feet by 451 feet of "M" Avenue north of East 16th Street. Except as required by conditions of approval, all plans submitted

for permits associated with the project shall conform to Exhibit A, Case File No. 2017-04 SC dated 4/5/2017, and Exhibit B, Case File No. 2017-04 SC dated 5/9/2017.

2. *Within four (4) days of approval*, pursuant to Fish and Game Code 711.4 and the California Code of Regulations, Title 14, Section 753.5, the applicant shall pay all necessary environmental filing fees for the San Diego County Clerk. Checks shall be made payable to the *County Clerk* and submitted to the National City Planning Department.

Sweetwater Authority

3. In accordance with current Sweetwater Authority Design Standards and the Standard Specifications for Construction of Water Facilities, water service must be provided from an Authority owned water main located within right-of-way or an Authority owned easement. Following vacation of the undeveloped portion of M Avenue, all water to serve the conceptual site shall be required to be obtained from an existing 16" PVC water main located within right-of-way on East 16th Street.

BE IT FURTHER RESOLVED that copies of this Resolution be transmitted forthwith to the applicant and to the City Council.

CERTIFICATION:

This certifies that the Resolution was adopted by the Planning Commission at their meeting of June 5, 2017 by the following vote:

AYES: Quintero, Baca, Garcia, Sendt, Yamane, Flores

NAYS: None.

ABSENT: Dela Paz

ABSTAIN: None.



CHAIRPERSON



CITY OF NATIONAL CITY - PLANNING DEPARTMENT
1243 NATIONAL CITY BLVD., NATIONAL CITY, CA 91950

NOTICE OF EXEMPTION

TO: Assessor/Recorder/County Clerk
Attn.: Fish and Wildlife Notices
1600 Pacific Highway, Suite 260
San Diego, CA 92101
MS: A-33

Project Title: 2017-04 GPA, ZC

Project Location: Properties adjacent to "M" Avenue north of East 16th Street, National City, CA 91950

Lead Agency: City of National City

Contact Person: Martin Reeder

Telephone Number: (619) 336-4313

Description of Nature, Purpose and Beneficiaries of Project:

Request to initiate an amendment to National City's General Plan Land Use and Zoning to change the zone from RS-2 (Small Lot Residential) to RM-1 (Medium-Density Multi-Unit Residential).

Applicant:

White Star Capital LLC
c/o: Ralph Gonzalez
P.O. Box 1265
Rancho Santa Fe, CA 92067-1265

Telephone Number:

(760) 522-1026

Exempt Status:

☒ **Categorical Exemption. Class 6, Section 15306 (Information Collection)**

Reasons why project is exempt:

It can be seen with certainty that the project will not have a significant effect on the environment, seeing that these applications are part of a study leading to a separate future action which will receive appropriate environmental review prior to approval.

Date:

MARTIN REEDER, AICP
Principal Planner



**CITY OF NATIONAL CITY
Office of the City Clerk**

1243 National City Blvd., National City, California 91950
619-336-4228 phone / 619-336-4229 fax

Michael R. Dalla, CMC - City Clerk

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of National City will hold a Public Hearing after the hour of 6:00 p.m., **Tuesday, June 20, 2017**, in the City Council Chambers, 1243 National City Blvd., National City, CA., to consider:

**PROPOSED STREET VACATION OF
A PORTION OF UNDEVELOPED "M" AVENUE
BETWEEN EAST 16TH STREET AND EAST 14TH STREET**

Anyone interested in this matter may appear at the above time and place and be heard.

If you challenge the nature of the proposed action in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the undersigned, or to the City Council of the City of National City at, or prior to, the Public Hearing.

The Planning Commission found the street vacation in conformance with the National City General Plan at their meeting of June 5, 2017 by unanimous vote with one member absent.

June 7, 2017

Michael R. Dalla, CMC
City Clerk

ATTACHMENT 8

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City approving a salary schedule for the Executive employee group for Fiscal Year 2018 in compliance with the requirements of the California Public Employees Retirement System (CalPERS), increasing th

CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

MEETING DATE: August 1, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Resolution of the City Council of the City of National City approving a salary schedule for the Executive employee group for Fiscal Year 2018 in compliance with the requirements of the California Public Employees' Retirement System (CalPERS), increasing the bands for Deputy City Manager and Police Chief; and adding a band for Assistant Police Chief.

PREPARED BY: Stacey Stevenson

DEPARTMENT: Human Resources

PHONE: 336-4308

APPROVED BY:



EXPLANATION:

See attached explanation

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

There is no fiscal impact associated with this action. Personnel costs for Executive employee group are incorporated in the City of National City General Fund budget adopted by the City Council at its meeting of June 6, 2017.

ENVIRONMENTAL REVIEW:

This is not a project and is therefore not subject to environmental review.

ORDINANCE: **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Adopt the resolution approving the Fiscal Year 2018 compensation plan for the Executive employee group

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Resolution
Executive Employee Group Salary Schedule

EXPLANATION

All employees of the City of National City receive a rate of pay within the established salary band for the job classification into which the employee has been hired. The purpose of this item is to establish the Fiscal Year 2018 salary schedule for classifications within the Executive employee group. The salary schedule as attached includes an increase in the bands for Deputy City Manager and Police Chief as follows:

	Current Top of Band*	Proposed Top of Band*
Deputy City Manager	\$14,583.33	\$15,250.00
Police Chief	\$14,992.31	\$16,500.00

The proposed schedule also includes the addition of the Assistant Police Chief classification. On July 13, 2017, the City of National City Civil Service Commission unanimously approved a request to exempt the Assistant Police Chief classification from classified service, thus making it an at-will position. Other at-will positions include the Part-Time employee group, the attorneys in the Office of the City Attorney and the Executive employee group. With this Council action, staff seeks to place the Assistant Police Chief in the executive compensation schedule. In a companion agenda item (approval of the Management employee group salary schedule), staff requests that the classification be removed from the Management employee group salary schedule. Other classifications in the executive schedule are the city managers, department directors and the Senior Assistant City Attorney. The change in group is warranted by the span of control, criticality of the functional area, and the consequence of error.

The proposed band for Assistant Police Chief is: \$11,368.50 - \$15,000*.

*Per month

EXECUTIVE EMPLOYEE GROUP SALARY SCHEDULE
Fiscal Year 2017-2018

POSITION TITLE	SALARY BAND (MONTHLY)	SALARY BAND (ANNUAL)
City Manager	\$17,496.31 (Actual Salary)	\$209,956
City Attorney	\$16,666.67 (Actual Salary)	\$200,000
Assistant City Manager	\$ 6,249.76 – \$ 16,041.67	\$ 74,997.12 – \$ 192,500.00
Assistant Police Chief	\$ 11,368.50 – \$ 15,000.00	\$ 136,422.00 – \$ 180,000.00
City Librarian	\$ 5,363.60 – \$ 11,472.86	\$ 64,363.20 – \$ 137,674.32
Community Development Executive Director	\$ 7,288.00 – \$ 13,657.88	\$ 87,456.00 – \$ 163,894.56
Community Services Director	\$ 7,287.50 – \$ 10,687.91	\$ 87,450.00 – \$ 128,254.92
Deputy City Manager	\$ 6,249.76 – \$ 15,250.00	\$ 74,997.12 – \$ 183,000.00
Director of Administrative Services	\$ 5,643.44 – \$ 13,087.65	\$ 67,721.28 – \$ 157,051.80
Director of Building & Safety	\$ 5,561.82 – \$ 10,731.49	\$ 66,741.84 – \$ 128,777.88
Director of Community Development	\$ 5,643.44 – \$ 12,669.53	\$ 67,721.28 – \$ 152,034.36
Director of Emergency Services	\$ 5,946.60 – \$ 13,250.55	\$ 71,359.20 – \$ 159,006.60
Director of Finance	\$ 5,643.44 – \$ 12,480.99	\$ 67,721.28 – \$ 149,771.88
Director of Housing & Economic Development	\$ 5,363.60 – \$ 11,472.86	\$ 64,363.20 – \$ 137,674.32
Director of Neighborhood Services	\$ 5,363.60 – \$ 11,472.86	\$ 64,363.20 – \$ 137,674.32
Director of Planning	\$ 5,643.44 – \$ 13,087.65	\$ 67,721.28 – \$ 157,051.80
Director of Public Works	\$ 5,643.44 – \$ 12,669.53	\$ 67,721.28 – \$ 152,034.36
Director of Public Works/City Engineer	\$ 5,643.44 – \$ 12,669.53	\$ 67,721.28 – \$ 152,034.36
Fire Chief	\$ 5,946.60 – \$ 13,250.55	\$ 71,359.20 – \$ 159,006.60
Human Resources Director	\$ 4,862.22 – \$ 12,501.50	\$ 58,346.64 – \$ 150,018.00
Police Chief	\$ 6,541.26 – \$ 16,500.00	\$ 78,495.12 – \$ 198,000.00
Records Management Officer	\$ 5,462.71 – \$ 8,609.78	\$ 65,552.52 – \$ 103,317.36
Senior Assistant City Attorney	\$ 7,433.25 – \$ 13,575.03	\$ 89,199.00 – \$ 162,900.36

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit - C&M Motors Inc. requesting to use the vacant lot located at 21 West 7th Street for storage of commercial trucks from August 1, 2017 thru August 1, 2018 with no waiver of fees. (Neighborhood Services)

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 1, 2017

AGENDA ITEM NO. |

ITEM TITLE:

Temporary Use Permit – C&M Motors Inc. requesting to use the vacant lot located at 21 West 7th Street for storage of commercial trucks from August 1, 2017 thru August 1, 2018 with no waiver of fees.

PREPARED BY: Dionisia Trejo

DEPARTMENT: Neighborhood Services Department

PHONE: (619) 336-4255

APPROVED BY: 

EXPLANATION:

This is a request from C&M Motors Inc. to use the vacant lot located at 21 West 7th Street for storage of commercial trucks from August 1, 2017 thru August 1, 2018. C&M Motors, located at 904 Roosevelt, does not have adequate room to store vehicles on their property, hence this TUP request.

C&M Motors is a full service truck leasing and sales company servicing the greater San Diego area since 1982. C&M Motors is family owned and operated yet offers all the benefits of nationwide service and roadside assistance as a member of Nationalease. C&M Motors sells and services a premium selection of new and used commercial trucks, including specialty trucks like moving trucks, refrigeration trucks, flat beds, bobtails, dump bodies, tow bodies and more.

Staff recommends approval for a period of six months ending on January 31, 2018.

Note: This is the first year this organization has requested a Temporary Use Permit to use the subject lot for temporary storage of commercial trucks.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

City fee of \$237.00 for processing the TUP through various City Departments.

Total Fees: \$237.00

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐

FINAL ADOPTION: ☐

STAFF RECOMMENDATION:

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees or in accordance to City Council Policy 802.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Application for a Temporary Use Permit with recommended approvals and conditions of approval.



City of National City ■ Neighborhood Services Department
1243 National City Boulevard ■ National City, CA 91950
(619) 336-4364 ■ fax (619) 336-4217
www.nationalcityca.gov

Special Event Application

Type of Event

- ☐ Fair/Festival ☐ Parade/March ☐ Walk or Run ☐ Concert/Performance
☐ TUP ☐ Sporting Event ☐ Other (specify) Parking

Event Name & Location

Event Title C&H Motors - Parking

Event Location (list all sites being requested) 21 W. 7th St.

RECEIVED

JUN 05 2017

Neighborhood Services Department
City of National City

Event Times

Set-Up Starts
Date 8/1/17 Time 24 hrs Day of Week 7

Event Starts
Date 8/1/17 Time 24 hrs Day of Week 7

Event Ends
Date 8/1/18 Time 24 hrs Day of Week 7

Breakdown Ends
Date 8/1/18 Time 24 hrs Day of Week 7

Applicant Information

Applicant (Your name) Michael Tort Sponsoring Organization C&H Motors, inc

Event Coordinator (if different from applicant) _____

Mailing Address 904 Roosevelt Ave, National City, Ca. 91950

Day Phone 619-474-8971 After Hours Phone 619-474-8971 Cell N/A Fax N/A

Public Information Phone Same E-mail Mike@cmnmotors,inc.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: _____ Date 5/31/17

Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes ☐ No ☒

Are admission, entry, vendor or participant fees required? Yes ☐ No ☒

If YES, please explain the purpose and provide amount (s):

\$ 0 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 1500.00 Estimated Expenses for this event.

\$ 0 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

Description of Event

☐ First time event ☐ Returning Event ☐ include site map with application

Note that this description may be published in our City Public Special Events Calendar:

Parking - overflow of vehicles that
are usually parked on public streets.

Estimated Attendance

Anticipated # of Participants: N/A Anticipated # of Spectators: N/A

Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes ☐ No ☒

List any streets requiring closure as a result of the event (provide map): _____

Date and time of street closure: _____ Date and time of street reopening: _____

☐ Other (explain) _____

Requesting to post "no parking" notices? Yes ☐ No ☒

☐ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map): _____

☐ Other (explain) _____

Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: _____

Have you hired Professional Security to handle security arrangements for this event?

Yes ☐ No ☒ If YES, name and address of Security Organization _____

Security Director (Name): _____ Phone: _____

If using the services of a professional security firm AND the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as an additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the City's Risk Manager for review and approval prior to the event.

Is this a night event? Yes ☐ No ☒ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: _____

First Aid

Depending on the number of participants, your event may require specific First Aid services.

First aid station to be staffed by event staff? Yes ☐ No ☒ First aid/CPR certified? Yes ☐ No ☒

☐ First aid station to be staffed by professional company. ► Company _____

Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

Elements of your Event

Setting up a stage? Yes ☐ No ☒

☐ Requesting City's PA system .

☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)

☐ Applicant providing own stage ► _____ (Dimensions)

Setting up canopies or tents?

_____ # of canopies size _____

_____ # of tents size _____

☐ No canopies/tents being set up

Setting up tables and chairs?

☐ Furnished by Applicant or Contractor

_____ # of tables ☐ No tables being set up

_____ # of chairs ☐ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

_____ # of tables ☐ No tables being set up

_____ # of chairs ☐ No chairs being set up

Contractor Name _____

Contractor Contact Information _____
Address City/State Phone Number

Setting up other equipment?

- ☐ Sporting Equipment (explain) _____
- ☐ Other (explain) _____
- ☐ Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes ☐ No ☒

- ☐ PA System for announcements ☐ CD player or DJ music
- ☐ Live Music ▶ ☐ Small 4-5 piece live band ▶ ☐ Large 6+ piece live band
- ☐ Other (explain) _____

If using live music or a DJ. ▶ Contractor Name _____

▶ _____

Address City/State Phone Number

Using lighting equipment at your event? Yes ☐ No ☒

- ☐ Bringing in own lighting equipment
- ☐ Using professional lighting company ▶ Company Name _____
- _____
- Address City/State Phone Number

Using electrical power? Yes ☐ No ☒

- ☐ Using on-site electricity ☐ For sound and/or lighting ☐ For food and/or refrigeration
- ☐ Bringing in generator(s) ☐ For sound and/or lighting ☐ For food and/or refrigeration

Vendor Information

PLEASE NOTE: You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

Having food and non-alcoholic beverages at your event? Yes ☐ No ☒

- ☐ Vendors preparing food on-site ▶ # _____ ▶ Business License # _____

If yes, please describe how food will be served and/or prepared: _____

If you intend to cook food in the event area please specify the method:

- ☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER (Specify): _____

- ☐ Vendors bringing pre-packaged food ▶ # _____ ▶ Business License # _____
- ☐ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # _____
- ☐ Vendors selling food # _____ ▶ Business License #(s) _____
- ☐ Vendors selling merchandise # _____ ▶ Business License #(s) _____

☐ Food/beverages to be handled by organization; no outside vendors

☐ Vendors selling services # _____ ▶ Business License #(s) _____

▶ Explain services _____

☐ Vendors passing out information only (no business license needed) # _____

▶ Explain type(s) of information _____

☐ No selling or informational vendors at event

Having children activities? Yes ☐ No ☒

PLEASE NOTE: In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. There is a \$25 fee to process the permit application. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

☐ Inflatable bouncer house # _____ ☐ Rock climbing wall Height _____

☐ Inflatable bouncer slide # _____ ☐ Arts & crafts (i.e., craft making, face painting, etc.)

☐ Other _____

Having fireworks or aerial display? Yes ☐ No ☒

☐ Vendor name and license # _____

Dimensions _____ Duration _____

Number of shells _____ Max. size _____

PLEASE NOTE: In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$502.00

Arranging for media coverage? Yes ☐ No ☒

☐ Yes, but media will not require special set-up

☐ Yes, media will require special set-up. Describe _____

Event Signage

PLEASE NOTE: For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes ☐ No ☒

☐ Yes, we will post signage # _____ Dimensions _____

☐ Yes, having inflatable signage # _____ ► (complete Inflatable Signage Request form)

☐ Yes, we will have banners # _____

☐ What will signs/banners say? _____

☐ How will signs/banners be anchored or mounted? _____

Waste Management

PLEASE NOTE: One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes ☐ No ☒

If yes, please identify the following:

► Total number of portable toilets: _____

► Total number of ADA accessible portable toilets: _____

☐ Contracting with portable toilet vendor. ► _____

► Load-in Day & Time _____ Company _____ Phone _____

► Load-out Day & Time _____

☐ Portable toilets to be serviced. ► Time _____

Set-up, Breakdown, Clean-up

Setting up the day before the event?

☐ Yes, will set up the day before the event. ► # of set-up day(s) _____

☐ No, set-up will occur on the event day

Requesting vehicle access onto the turf?

☐ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

☐ No, vehicles will load/unload from nearby street or parking lot.

NPDES-Litter Fence

- ☐ City to install litter fence
- ☐ Applicant to install litter fence
- ☐ N/A

Breaking down set-up the day after the event?

- ☐ Yes, breakdown will be the day after the event. ► # of breakdown day(s) _____
- ☐ No, breakdown will occur on the event day.

How are you handling clean-up?

- ☐ Using City crews
- ☐ Using volunteer clean-up crew during and after event.
- ☐ Using professional cleaning company during and after event.

Miscellaneous

Please list anything important about your event not already asked on this application:

**Please make a copy of this application for your records.
We do not provide copies.**



Special Events

Pre-Event Storm Water Compliance Checklist

I. Special Event Information

Name of Special Event:	<u>C&M Motors - Parking</u>		
Event Address:	<u>21 W. 7th St.</u>	Expected # of Attendees:	
Event Host/Coordinator:	<u>Michael Tonti</u>	Phone Number:	<u>619-474-8971</u>

II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: _____			✓
Will enough recycling bins provided for the event? Provide number of recycle bins: _____			✓
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)			✓
Do all storm drains have screens to temporarily protect trash and debris from entering?			✓
Are spill cleanup kits readily available at designated spots?			✓

* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

City of National City

PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City
Risk Management Department
1243 National City Boulevard
National City, CA 91950

Organization: C&M Motors Inc.

Person in Charge of Activity: Michael Torti

Address: 904 Roosevelt Ave

Telephone: 619-474-8971 Date(s) of Use: 8/1/17 - 8/1/18

HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

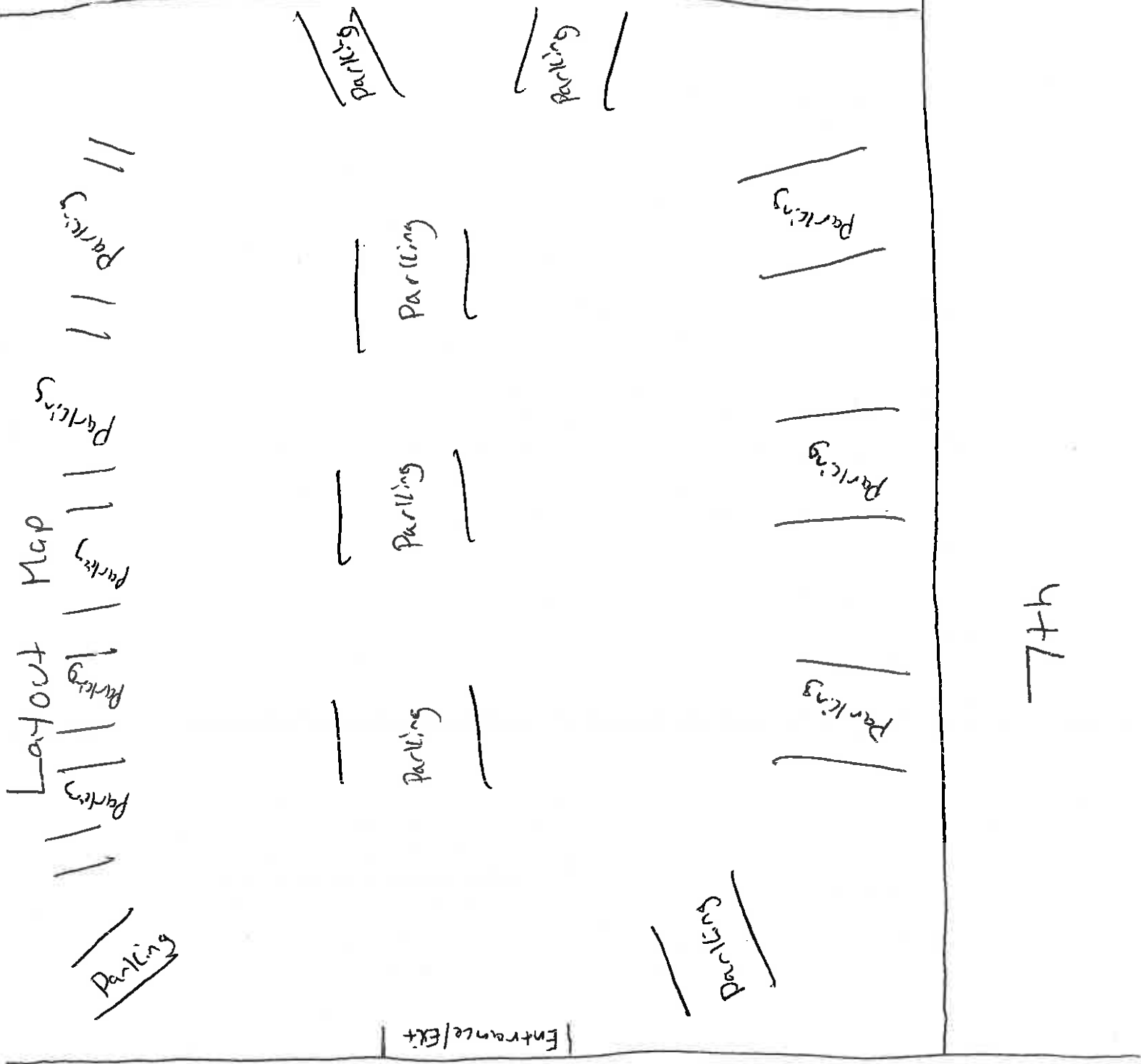
Signature of Applicant: 

Official Title: Vice President Date: 6/5/17

For Office Use Only

Certificate of Insurance Approved _____ Date _____

Buildings



May 11, 2017

Akash Patel
Satnaam Hotels,
Inc.
425 Roosevelt Avenue
National City, CA 91950

Right of Entry

For Temporary Use of Property for Truck Storage and Staging

Mike Torti, ("C&M Motors") is requesting permission from Akash, the representative for the owner of record, Satnaam Hotels, Inc, a California corporation, ("Owner") of the property described as Parcel 2 of Parcel Map No. 8863, recorded May 15, 2002 at Recorder's File Page No. 2002-0414239 in the Office of the County Recorder of San Diego, (the "Property"), and more particularly described as Assessor's Parcel No. 555-052-15. The Property being requested for C&M Motor's use is depicted in the Exhibit "A", consisting of one (1) page, and made a part of this agreement by reference ("the Property") for the purposes listed below:

Storing and staging Commercial Trucks ONLY. Existing property fencing will be used in place and supplemented if necessary with removable fencing by C&M Motors ("Permitted Purposes").

Satnaam Hotels, Inc. consents C&M Motors the Permitted Purposes on the Property, subject to the following terms and conditions:

1. The term of the license shall be for approximately 6 months, beginning approximately May 15, 2017 and terminating by November 15, 2017 (the "Term"). C&M Motors may extend the term on a month-to-month basis by delivering to Owner, on or before 30 days before the final day of the current term, (a) a written notice stating the desired length of time for which C&M Motors wishes to extend the term ("Extension Term") and (b) payment of the fee for the first month of the Extension Term. The Initial Term and the Extension Term shall be referred to collectively as the "Term". This Agreement is for a license, not a lease, provided, however, that Owner shall not revoke such license except for a material default of C&M Motors that remains uncured beyond applicable notice and cure periods.
2. As valuable consideration for the use of the Property, C&M Motors agrees to pay fees to Owner in the amount of \$9,000.00 as a one-time, non-refundable payment for the Term of the License, and \$1,500 per month thereafter, payable on or about the first day of every month, on a month by month basis for the Extension Term. Payment of the first installment of the fee shall be made within 10 days of execution of this Entry Permit.
3. Both parties may terminate this Agreement for any reason or no reason and at any time, with or without cause by providing said party with thirty (30) days written notice in accordance with the notice provisions of Section 12 herein.

4. At the end of the Term, C&M Motors shall cause the Property to be restored to a condition as close to the condition it was in at the beginning of the Term as is possible taking into account environmental guidelines and reasonable wear and tear. However, C&M Motors shall be required to restore any damage to the Property that is caused by C&M Motors or its employees, contractors, subcontractors, agents or invitees.

5. C&M Motors shall cause the removal of all garbage and refuse deposited on the Property as a result of C&M Motors activities.

6. C&M Motors shall not, without Owner's prior written consent place, use, release, generate, store or dispose of any fuel, explosive or flammable materials or other Hazardous Materials on the Property in any amount that, individually or in the aggregate, gives rise to a reporting requirement under Environmental Laws. For the purposes of this Agreement, the term "Hazardous Materials" shall mean all chemicals, materials, substances and items in any form that because of their physical, chemical or other characteristics may pose a risk of endangering human health or safety or of degrading the environment and are regulated under any Environmental Law. For the purposes of this Agreement, the term "Environmental Law" shall mean any Applicable Law relating to: (a) air emissions or the storage, use, release, generation, treatment, storage or disposal of hazardous or toxic wastes, wastewater discharges and similar environmental matters, or (b) the impact of the matters described in the preceding clause upon human health or the environment, including but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Oil Pollution Act (33 U.S.C. § 2601 et seq.), the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.), the Porter-Cologne Water Quality Control Act (Cal. Water Code § 13000 et seq.), the Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. Health & Safety Code § 25249.5 et seq.), the Hazardous Substance Account Act (Cal. Health & Safety

Code § 25300 et seq.), the Hazardous Waste Control Act (Cal. Health & Safety Code § 25100 et seq.), and the California Clean Air Act (Cal. Health & Safety Code § 39000 et seq.). If C&M Motors and/or any C&M Motors contractor causes a release of any Hazardous Material in a quantity that is reportable under Environmental Laws, then C&M Motors and/or a contractor or agent of C&M Motors shall notify Owner in writing or by telephone within twenty-four (24) hours after C&M Motors becomes aware of such release and the obligation to report the same under Environmental Laws, and shall remove and remediate such Hazardous Material in accordance with Environmental Laws. C&M Motors shall be responsible or liable for any Hazardous Materials that are released or placed on the Property by C&M Motors or its employees, contractors, subcontractors, agents or invitees.

7. C&M Motors hereby agrees to assume all risk incident to the use of the Property for personal injury to or death of C&M Motors employees, contractors, subcontractors, agents or invitees or damage to C&M Motors property arising from the Permitted Purposes and to indemnify and hold harmless Owner, for any and all damages or expenses, (including, but not limited to, attorney's fees) (collectively, "Claims"), attributable to personal injury, death or property damage to the extent caused by the negligent acts or negligent omissions of C&M Motors, its employees, agents, contractors, or invitees; provided, however, that C&M Motors indemnification obligations shall include consequential, exemplary or punitive damages.

8. C&M Motors shall not acquire prescriptive rights to the Property by virtue of this Agreement.

9. Owner's consent is required for any assignment by C&M Motors to an entity controlling, controlled by or under common control with C&M Motors or in connection with any sale of a majority of the stock of C&M Motors or all or substantially all of the assets of C&M Motors or any mergers, consolidation or reorganization of C&M Motors.

10. C&M Motors shall not be in default under this Agreement unless C&M Motors shall have failed to perform any obligation under this Agreement within thirty (15) days after written notice from Owner (provided that if such performance reasonably requires longer than thirty (15) days, C&M Motors shall not be in default so long as C&M Motors shall have commenced performance within said thirty (15) day period and is diligently prosecuting such cure to completion).

11. In the event any action or proceeding is commenced to enforce or interpret any of the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its attorneys' fees and costs from the other party, whether or not such action or proceeding proceeds to judgment. For the purposes of this Section 11, the term "prevailing party" shall mean the party that is entitled to recover its costs of suit for the proceeding, whether or not the same proceeds to final judgment.

12. All notices or other communications required or permitted by this Agreement shall be in writing and shall be considered as properly given (a) if delivered in person, (b) if sent by overnight courier service (including FedEx, UPS and other similar overnight delivery services, (c) if mailed by first class United States Mail, postage prepaid, registered or certified with return receipt requested, or (d) if sent by fax with receipt confirmed, addressed as follows:

If C&M Motors:

Mike Torti
555 W. 5th Street, ML 11A1
Los Angeles, CA 90013

Telephone: 619-474-8971

If to Owner:

Akash Patel
425 Roosevelt Ave
National City, CA 91950

Telephone: 619-474-8811

Email: mike@cmmotorsinc.com

Email: acash69@gmail.com

13. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

14. A waiver or breach of a covenant or provision of this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement and no waiver shall be valid unless in writing and executed by the waiving party.

15. This Agreement shall be governed and construed in accordance with the laws of the State of California. The Parties hereby agree that any legal action or proceeding arising out of this Agreement shall be brought in a state court of competent jurisdiction in San Diego, California.

16. This Agreement may be executed in counterparts, each of which shall be an original, and all of which, taken together, shall constitute one and the same instrument.

17. Time is of the essence of each and all terms and provisions of this Agreement.

18. This Agreement constitutes the entire agreement between the parties relating to the Permitted Purposes. Any prior agreements, negotiations or representations not expressly set forth herein are of no force and effect.

THE ABOVE CONSENT S ACCEPTED UPON THE CONDITION STATED HEREIN
THIS 15th DAY OF May, 2017

C&M MOTORS INC.
a California Corporation

BY: Michael J. Forti President

Owner: SATNAAM HOTES, INC.
a California Corporation

BY: Akash Patel
Name: Akash Patel

EXHIBIT A
(Attached)

EXHIBIT A



Google Earth

feet
meters

100 500





CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY)

06/01/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ALLY RISK SERVICES, INC 500 WOODWARD AVE 14TH FLOOR DETROIT, MI 48226	CONTACT NAME: Dealer Products PHONE (A/C, No, Ext): 8007294622 FAX (A/C, No): 866-955-8665 E-MAIL ADDRESS: certrequest@ally.com
INSURED C & M MOTORS INC 825 ROOSEVELT AVE NATIONAL CITY, CA 91950	INSURER(S) AFFORDING COVERAGE INSURER A: Harco National Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 26433

COVERAGES PROD / CUSTOMER ID:

CERTIFICATE #:

REVISION #:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS USED IN GARAGE BUSINESS <input checked="" type="checkbox"/> Any Auto			CPP0005014-28	11/01/2016	11/01/2017	AUTO ONLY (Ea accident) \$ 500,000 OTHER THAN AUTO ONLY EA ACCIDENT \$ 500,000 AGGREGATE \$ N/A
A	<input checked="" type="checkbox"/> GARAGE KEEPERS LIABILITY <input checked="" type="checkbox"/> LEGAL LIABILITY <input type="checkbox"/> DIRECT BASIS <input checked="" type="checkbox"/> PRIMARY <input type="checkbox"/> EXCESS			CPP0005014-28	11/01/2016	11/01/2017	<input checked="" type="checkbox"/> COMP / OTC LOC \$ 250,000 <input checked="" type="checkbox"/> SPECIFIED PERILS LOC \$ <input checked="" type="checkbox"/> COLLISION LOC \$ 250,000 LOC \$
	<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			Included in Garage Liability			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			BU-0005014-28	11/01/2016	11/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ N/A
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under REMARKS below	Y/N	N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

REMARKS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Proof of Insurance. A 30 day notice of cancellation applies except in the event of non-payment in which a 10 day notice applies.

CERTIFICATE HOLDER

CANCELLATION

For Verification Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patrick Amoroso

THIS DOCUMENT HAS A TRUE WATERMARK AND VISIBLE FIBERS DISCERNIBLE FROM BOTH SIDES

9968

CITY OF NATIONAL CITY

BUSINESS LICENSE CERTIFICATE

PURSUANT TO CITY ORDINANCE THIS LICENSE IS HEREBY GRANTED FOR THE TERM & PURPOSE STATED

BUS DESCRIPTION

BUSINESS ADDRESS 904 ROOSEVELT AVE

Date of Expiration: 12/31/2017



BUSINESS NAME C & M MOTORS INC

ATTN:

MAILING

ADDRESS

904 ROOSEVELT AVE
NATIONAL CITY, CA 91950-3247


City Manager

NON TRANSFERABLE

POST IN A CONSPICUOUS PLACE

KEEP FOR YOUR RECORDS
BUSINESS TAX RECEIPT

License No. 9968

GR4	\$2,937.00
SB1186	\$1.00
TOTAL	\$2,938.00

THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT

**CITY OF NATIONAL CITY
NEIGHBORHOOD SERVICES DEPARTMENT
APPLICATION FOR A TEMPORARY USE PERMIT
RECOMMENDATIONS AND CONDITIONS**

SPONSORING ORGANIZATION: C&M Motors Inc.

EVENT: C&M Motors Parking

DATE OF EVENT: August 1, 2017 thru August 1, 2018

APPROVALS:

DEVELOPMENT SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
RISK MANAGER	YES [x]	NO []	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO []	SEE CONDITIONS []
FINANCE	YES [x]	NO []	SEE CONDITIONS [x]
FIRE	YES [x]	NO []	SEE CONDITIONS []
POLICE	YES [x]	NO []	SEE CONDITIONS []
CITY ATTORNEY	YES [x]	NO []	SEE CONDITIONS [x]
COMMUNITY SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
NEIGHBORHOOD SERVICES	YES [x]	NO []	SEE CONDITIONS [x]
CODE ENFORCEMENT	YES [x]	NO []	SEE CONDITIONS [x]

CONDITIONS OF APPROVAL:

DEVELOPMENT SERVICES (619) 336-4318

Building

No comments

Planning

The existing business location (904 Roosevelt) does not have adequate room to store vehicles on their property, hence this TUP request. The subject lot (21 West 7th Street) is a vacant dirt lot. Parking/storage lots must be paved, as parking on dirt is prohibited by the Code. What is being requested is tantamount to a permanent use because of the long timeframe of the request (one year). Although we have allowed storage of vehicles and material associated with ongoing construction projects on dirt lots, we have not permitted a standard commercial use to be conducted on such a site. If the owner of the vehicles wishes to use the site for a shorter period (3-6 months perhaps?) in order to look for a larger location to conduct their business, we would be supportive. However, the Planning Department does not support the use as proposed, particularly not for a full year.

Engineering

No comments

POLICE DEPARTMENT

No comments

CITY ATTORNEY

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

COMMUNITY SERVICES

Community Services has no involvement in this event.

PUBLIC WORKS (619)366-4580

No comments

FINANCE

C & M Motors, Inc. has a current business license (#9968); no further stipulations.

FIRE (619) 336-4550

No comments

RISK MANAGER (619) 336-4370

Risk Management has reviewed the above captioned request for the issuance of a Temporary Use Permit. In as much as the event will held solely on private property there will be no additional insurance requirements necessary for the issuance of the permit.

It should be noted that the Hold Harmless and Indemnification Agreement were properly executed by the applicant at the time the Special Event Application was submitted.

NEIGHBORHOOD SERVICES

Neighborhood Notifications – Events are required to notify residents and/or businesses of the surrounding impacted areas by the event. The notice shall include the name of the event, name and phone number of the company/organization producing the event, the dates and times of the event (including set-up and breakdown) and a detailed description of how the residents and/or businesses may be affected, such as by street closures, “No Parking” signs being posted, music at the event, etc.

CODE ENFORCEMENT

1. Maintain fencing/walls/signage free from graffiti at all times, per National City Municipal Code (NCMC) 10.54, as per below:

- **10.54.050 - Unlawful to permit property to remain defaced.**

It is unlawful for any responsible party to permit property which is defaced with graffiti to remain so defaced for a period of seventy-two hours after notice of same by the city unless:

- A. Said responsible party shall demonstrate by a preponderance of evidence that he/she does not have the financial or physical ability to remove the defacing graffiti; or
 - B. Unless it can be demonstrated that the responsible party has an active program for the removal of graffiti and has scheduled the removal of the graffiti as part of that program, in which case it shall be unlawful to permit such property defaced with graffiti to remain defaced for a period of seventy-two hours after notice of same.
2. Maintain property free of litter, trash, rubble, debris, whether or not your party was responsible for the blight or not. This includes sidewalks, fence lines, and the parkway areas. Regular maintenance is required.
 3. Do not jump any curbs with any vehicle, as per NCMC 7.18 (below):
 - **7.18.130 - Climbing or jumping curbs prohibited.**
 - A. It is unlawful for any person to operate any vehicle to or from a public way onto private property at any place other than approved driveways. "Climbing" or "jumping" concrete curbs or asphalt berms where there is no driveway is prohibited.
 - B. Temporary access over curbs may be allowed by the public works director or city engineer during the course of construction on the site which will include

construction of driveway approaches, subject to the protective devices and other limits he determines to be necessary.

4. Maintain all BMP's (Best Management Practices) in accordance with state and local provisions. This would include installing rattle plates to limit the amount of dirt/sand that enters the roadway. Enter/Exit roadway at driveway apron at all times. Do not jump curb to enter lot.
5. No vehicles shall sit idle at site for a period of longer than 5 minutes, per NCMC 11.34.040.
6. Hours of operation shall not begin before 7 a.m. nor conclude after 7 p.m., Monday through Friday. No work shall occur on weekends or holidays.
7. **The parking and storage of vehicles on this empty parcel is not an allowed land use, per NCMC 18.24.050. Therefore, the recommendation from Code Enforcement Staff is that the use not exceed a total period of 6 months. This lot shall be vacant from vehicle storage no later than January 31, 2018.**

The following page(s) contain the backup material for Agenda Item: Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Executive Director to execute a Subordination Agreement with Jones Lang LaSalle Multifamily, LLC, subordinating the Project Deed of Trust th

**CITY OF NATIONAL CITY, CALIFORNIA
COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY
COUNCIL AGENDA STATEMENT**

MEETING DATE: August 1, 2017

AGENDA ITEM NO.

ITEM TITLE:

Resolution of the Community Development Commission-Housing Authority of the City of National City authorizing the Executive Director to execute a Subordination Agreement with Jones Lang LaSalle Multifamily, LLC, subordinating the Project Deed of Trust that secures the Declaration of Covenants, Conditions and Restrictions (Tenant Restrictions) on 370 rental units at 2721 Plaza Boulevard in National City.

PREPARED BY: Carlos Aguirre, Housing & Econ. Dev. Mgr.

DEPARTMENT: Housing & Economic Dev.

PHONE: 619 336-4391

APPROVED BY: 

EXPLANATION:

Summercrest Apartments, LP, a limited liability partnership organized under the laws of the State of Delaware ("Borrower") is the owner of a 372 unit multifamily rental housing project ("Project") known as Summercrest Apartments located at 2721 Plaza Boulevard in National City. In 2001, the Community Development Commission ("CDC-HA") made a loan for \$500,000 from the HOME Investment Partnerships Program and the Low and Moderate Income Fund to assist in the substantial rehabilitation of the Project and the loan was paid in full to the CDC-HA when the property was sold to the Borrower in 2013. In consideration of receiving financial assistance, the CDC-HA restricted the affordability of 370 units through April 15, 2032 by recording a Declaration of Covenants, Conditions, and Restrictions ("Declaration") and securing the Declaration with a Project Deed of Trust ("Deed of Trust"). The Borrower desires to refinance the Project with a new mortgage for the original principal amount of \$48,500,000 from Jones Lang LaSalle Multifamily, LLC ("Lender"). In order to provide the loan, the Lender requires the subordination of the Project Deed of Trust that secures the Declaration.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO.

APPROVED: _____ **MIS**

There is no fiscal impact to the CDC-Housing Authority.

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: INTRODUCTION: ☐ **FINAL ADOPTION:** ☐

STAFF RECOMMENDATION:

Staff recommends the adoption of a resolution to execute the Subordination Agreement.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

1. Subordination Agreement
2. Resolution

RECORDING REQUESTED BY:

JONES LANG LASALLE MULTIFAMILY, LLC,
2177 Youngman Avenue, Suite 300,
St. Paul, MN 55116
Attention: Loan Servicing

WHEN RECORDED RETURN TO:

Thomas P. Wild, Esq.
Wild Law Group, LLC
475 Wall Street
Princeton, New Jersey 08540

SPACE ABOVE LINE FOR RECORDER'S USE

SUBORDINATION AGREEMENT

GOVERNMENTAL ENTITY

(Revised 3-1-2014)

Freddie Mac Loan Number: _____
 Property Name: Summercrest Apartments

SUBORDINATION AGREEMENT

GOVERNMENTAL ENTITY

(Revised 3-1-2014)

THIS SUBORDINATION AGREEMENT (“**Agreement**”) is entered into this ____ day of _____, 2017, by and between (i) **JONES LANG LASALLE MULTIFAMILY, LLC**, a limited liability company organized and existing under the laws of the State of Delaware (“**Senior Mortgagee**”) and (ii) **COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF NATIONAL CITY**, acting in its capacity as the Housing Authority of the City of National City (“**Subordinate Mortgagee**”).

RECITALS

- A. Summercrest Apartments, LP, a limited partnership organized under the laws of the State of Delaware (“**Borrower**”) is the owner of certain land located in San Diego County, California, described in Exhibit A (“**Land**”). The Land is improved with a multifamily rental housing project (“**Improvements**”).
- B. Senior Mortgagee has made or is making a loan to Borrower in the original principal amount of \$ _____ (“**Senior Loan**”) upon the terms and conditions of a Multifamily Loan and Security Agreement dated as of the date hereof between Senior Mortgagee and Borrower (“**Senior Loan Agreement**”) in connection with the Mortgaged Property. The Senior Loan is secured by a Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, dated as of the date hereof (“**Senior Mortgage**”) encumbering the Land, the Improvements and related personal and other property described and defined in the Senior Mortgage as the “**Mortgaged Property**.”
- C. Subordinate Mortgagee is the holder of a Declaration of Covenants and Restrictions (Tenant Restrictions)(“**Regulatory Agreement**”), dated December 18, 2001, executed by Plaza Manor Preservation, L.P. and recorded June 19, 2002 in the office of the County Recorder of San Diego County, California (“**Recording Office**”) as Document Number 2002-0518422 and assumed by Borrower pursuant to a certain Assignment and Assumption of Declaration of Covenants and Restrictions and Deed of Trust dated December 19, 2013 and recorded in the Recorder’s Office as Instrument No. 2013-735297 (“**Assumption Agreement**”) which Regulatory Agreement is secured by that certain Project Deed of Trust encumbering all or a portion of the Mortgaged Property, dated December 18, 2001, executed by Plaza Manor Preservation, L.P. and recorded June 19, 2002 in the Recorder’s Office as Instrument No.2002-0518423 (“**Subordinate Mortgage**”) as assumed by the Borrower pursuant to the Assumption Agreement.

- D. The Senior Mortgage will be recorded in the Recording Office concurrently herewith.
- E. The execution and delivery of this Agreement is a condition of Senior Mortgagee's making of the Senior Loan.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Definitions.** The following terms, when used in this Agreement (including, as appropriate, when used in the above recitals), will have the following meanings.
 - (a) The terms **"Condemnation," "Imposition Deposits," "Impositions," "Leases," "Rents" and "Restoration,"** as well as any term used in this Agreement and not otherwise defined in this Agreement, will have the meanings given to those terms in the Senior Loan Agreement.
 - (b) **"Bankruptcy Proceeding"** means any bankruptcy, reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to Borrower, any guarantor of any of the Senior Indebtedness, any of their respective properties, or any of their respective partners, members, officers, directors, or shareholders.
 - (c) **"Borrower"** means all persons or entities identified as "Borrower" in the first Recital of this Agreement, together with their successors and assigns, and any other person or entity who acquires title to the Mortgaged Property after the date of this Agreement; provided that the term "Borrower" will not include Senior Mortgagee if Senior Mortgagee acquire titles to the Mortgaged Property.
 - (d) **"Casualty"** means the occurrence of damage to or loss of all or any portion of the Mortgaged Property by fire or other casualty.
 - (e) **"Enforcement Action"** means any of the following actions taken by or at the direction of Subordinate Mortgagee: the advertising of or commencement of any foreclosure or trustee's sale proceedings, the exercise of any power of sale, the acceptance of a deed or assignment in lieu of foreclosure or sale, the collecting of Rents, the obtaining of or seeking of the appointment of a receiver, the seeking of default interest, the taking of possession or control of any of the Mortgaged Property, the commencement of any suit or other legal, administrative, or arbitration proceeding based upon the Regulatory Agreement, the exercise of any other remedial action against Borrower, any other party liable or obligated under any of the Subordinate Mortgage, Regulatory Agreement, or the Mortgaged Property.

- (f) **“Enforcement Action Notice”** means a written notice from Subordinate Mortgagee to Senior Mortgagee, given following one or more Subordinate Mortgage Default(s) and the expiration of any notice or cure periods provided for such Subordinate Mortgage Default(s) in the Subordinate Mortgage or the Regulatory Agreement, setting forth in reasonable detail the Subordinate Mortgage Default(s) and the Enforcement Actions proposed to be taken by Subordinate Mortgagee.
- (g) **“Loss Proceeds”** means all monies received or to be received under any insurance policy, from any condemning authority, or from any other source, as a result or any Condemnation or Casualty.
- (h) **“Notice”** is defined in Section 7(d).
- (i) **“Regulatory Agreement”** means the Regulatory Agreement, as defined in the Recitals.
- (j) **“Senior Indebtedness”** means the “Indebtedness” as defined in the Senior Loan Agreement.
- (k) **“Senior Loan Documents”** means the “Loan Documents” as defined in the Senior Loan Agreement.
- (l) **“Senior Mortgage Default”** means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of Notice or the passage of time, or both, would constitute, an “Event of Default” as defined in the Senior Loan Agreement.
- (m) **“Senior Mortgagee”** means the “Lender” as defined in the Senior Mortgage. When any other person or entity becomes the legal holder of the Senior Note, such other person or entity automatically will become Senior Mortgagee.
- (n) **“Senior Note”** means the promissory note or other evidence of the Senior Indebtedness referred to in the Senior Loan Agreement and any replacement of the Senior Note.
- (o) **Reserved.**
- (p) **Reserved.**
- (q) **“Subordinate Mortgage Default”** means any act, failure to act, event, condition, or occurrence which allows (but for any contrary provision of this Agreement), or which with the giving of Notice or the passage of time, or both, would allow (but for any contrary provision of this Agreement), Subordinate Mortgagee to take an Enforcement Action.

- (r) **“Subordinate Mortgagee”** means the person or entity named as such in the first paragraph of this Agreement and any other person or entity who becomes the legal holder of the Subordinate Note after the date of this Agreement.

2. Reserved.

3. Subordination of Subordinate Mortgage.

- (a) The Subordinate Mortgage is, and will at all times remain, subject and subordinate in all respects to the liens, terms, covenants, conditions, operations, and effects of each of the Senior Loan Documents.
- (b) The subordination of the Subordinate Mortgage will apply and continue notwithstanding (i) the actual date and time of execution, delivery, recording, filing or perfection of each of the Senior Loan Documents and the Subordinate Mortgage, and (ii) the availability of any collateral to Senior Mortgagee, including the availability of any collateral other than the Mortgaged Property.
- (c) By reason of, and without in any way limiting, the full subordination of the Subordinate Mortgage provided for in this Agreement, all rights and claims of Subordinate Mortgagee under the Subordinate Mortgage in or to all or any portion of the Mortgaged Property are expressly subject and subordinate in all respects to the rights and claims of Senior Mortgagee under the Senior Loan Documents in or to the Mortgaged Property.
- (d) If Subordinate Mortgagee, by indemnification, subrogation or otherwise, acquires any lien, estate, right or other interest in any of the Mortgaged Property, then that lien, estate, right or other interest will be fully subject and subordinate to the receipt by Senior Mortgagee of payment in full of the Senior Indebtedness, and to the Senior Loan Documents, to the same extent as the Subordinate Mortgage is subordinate pursuant to this Agreement.

4. Additional Representations and Covenants.

- (a) Subordinate Mortgagee represents and warrants that each of the following is true:
 - (i) Subordinate Mortgagee is now the owner and holder of the Subordinate Mortgage.
 - (ii) The Regulatory Agreement and the Subordinate Mortgage are now in full force and effect.
 - (iii) The Regulatory Agreement and the Subordinate Mortgage have not been modified or amended.

- (iv) To the actual knowledge of the Subordinate Mortgagee, as of the date of this Agreement, no Regulatory Agreement nor Subordinate Mortgage Default has occurred.
 - (v) None of the rights of Subordinate Mortgagee under the Regulatory Agreement or the Subordinate Mortgage are subject to the rights of any third parties, by way of subrogation, indemnification or otherwise.
- (b) Without the prior written consent of Senior Mortgagee in each instance, Subordinate Mortgagee will not do any of the following:
- (i) Amend, modify, waive, extend, renew, or replace any provision of the Regulatory Agreement and the Subordinate Mortgage.
 - (ii) Pledge, assign, transfer, convey, or sell any interest in the Regulatory Agreement and the Subordinate Mortgage.
 - (iii) reserved.
 - (v) Appear in, defend or bring any action to protect Subordinate Mortgagee's interest in the Mortgaged Property.
 - (vi) Take any action concerning environmental matters affecting the Mortgaged Property.
- (c) Subordinate Mortgagee will deliver to Senior Mortgagee a copy of each Notice received or delivered by Subordinate Mortgagee pursuant to the Regulatory Agreement or the Subordinate Mortgage, simultaneously with Subordinate Mortgagee's delivery or receipt of such Notice. Senior Mortgagee will deliver to Subordinate Mortgagee in the manner required in Section 5(b) a copy of each Notice of a Senior Mortgage Default delivered to Borrower by Senior Mortgagee. Neither giving nor failing to give a Notice to Senior Mortgagee or Subordinate Mortgagee pursuant to this Section 4(c) will affect the validity of any Notice given by Senior Mortgagee or Subordinate Mortgagee to Borrower, as between Borrower and such of Senior Mortgagee or Subordinate Mortgagee as provided the Notice to Borrower.
- (d) Without the prior written consent of Senior Mortgagee in each instance, Subordinate Mortgagee will not commence, or join with any other creditor in commencing, any Bankruptcy Proceeding. In the event of a Bankruptcy Proceeding, Subordinate Mortgagee will not vote affirmatively in favor of any plan of reorganization or liquidation unless Senior Mortgagee has also voted affirmatively in favor of such plan. In the event of any Bankruptcy Proceeding, Subordinate Mortgagee will not contest the continued accrual of interest on the Senior Indebtedness, in accordance with and at the rates specified in the Senior

Loan Documents, both for periods before and for periods after the commencement of such Bankruptcy Proceedings.

- (e) [Intentionally Omitted.].
- (f) All requirements pertaining to insurance under the Subordinate Mortgage (including requirements relating to amounts and types of coverages, deductibles and special endorsements) will be deemed satisfied if Borrower complies with the insurance requirements under the Senior Loan Documents and of Senior Mortgagee. All original policies of insurance required pursuant to the Senior Loan Documents will be held by Senior Mortgagee. Nothing in this Section 4(f) will preclude Subordinate Mortgagee from requiring that it be named as a mortgagee and loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Mortgaged Property, provided such action does not affect the priority of payment of Loss Proceeds, or that Subordinate Mortgagee be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Mortgaged Property.
- (g) In the event of a Condemnation or a Casualty, all of the following provisions will apply:
 - (i) The rights of Subordinate Mortgagee (under the Subordinate Mortgage or otherwise) to participate in any proceeding or action relating to a Condemnation or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Condemnation or a Casualty, will be and remain subordinate in all respects to Senior Mortgagee's rights under the Senior Loan Documents with respect thereto, and Subordinate Mortgagee will be bound by any settlement or adjustment of a claim resulting from a Condemnation or a Casualty made by Senior Mortgagee.
 - (ii) All Loss Proceeds will be applied either to payment of the costs and expenses of Restoration or to payment on account of the Senior Indebtedness, as and in the manner determined by Senior Mortgagee in its sole discretion.
 - (iii) If Senior Mortgagee applies or releases Loss Proceeds for the purposes of Restoration of the Mortgaged Property, then Subordinate Mortgagee will release for such purpose all of its right, title and interest, if any, in and to such Loss Proceeds. If Senior Mortgagee holds Loss Proceeds, or monitors the disbursement thereof, Subordinate Mortgagee will not do so. Nothing contained in this Agreement will be deemed to require Senior Mortgagee to act for or on behalf of Subordinate Mortgagee in connection with any Restoration or to hold or monitor any Loss Proceeds in trust for or otherwise on behalf of Subordinate Mortgagee, and all or any Loss Proceeds may be commingled with any funds of Senior Mortgagee.

- (iv) If Senior Mortgagee elects to apply Loss Proceeds to payment on account of the Senior Indebtedness, and if the application of such Loss Proceeds results in the payment in full of the entire Senior Indebtedness, any remaining Loss Proceeds held by Senior Mortgagee will be paid to Subordinate Mortgagee unless another party has asserted a claim to the remaining Loss Proceeds.
- (h) Subordinate Mortgagee will enter into attornment and non-disturbance agreements with all tenants under commercial or retail Leases, if any, to whom Senior Mortgagee has granted attornment and non-disturbance, on the same terms and conditions given by Senior Mortgagee.
- (i) Regardless of any contrary provision in the Subordinate Mortgage, Subordinate Mortgagee will not collect payments for the purpose of escrowing for any cost or expense related to the Mortgaged Property.
- (j) Reserved.
- (k) Senior Mortgagee may amend, waive, postpone, extend, renew, replace, reduce or otherwise modify any provisions of the Senior Loan Documents without the necessity of obtaining the consent of or providing Notice to Subordinate Mortgagee, and without affecting any of the provisions of this Agreement. Notwithstanding the foregoing, Senior Mortgagee may not modify any provision of the Senior Loan Documents that increases the Senior Indebtedness, except for increases in the Senior Indebtedness that result from advances made by Senior Mortgagee to protect the security or lien priority of Senior Mortgagee under the Senior Loan Documents or to cure defaults under the Subordinate Documents.

5. Default Under Loan Documents.

- (a) For a period of 90 days following delivery to Senior Mortgagee of an Enforcement Action Notice, Senior Mortgagee will have the right, but not the obligation, to cure any Subordinate Mortgage Default, provided that if such Subordinate Mortgage Default is a non-monetary default and is not capable of being cured within such 90-day period and Senior Mortgagee has commenced and is diligently pursuing such cure to completion, Senior Mortgagee will have such additional period of time as may be required to cure such Subordinate Mortgage Default or until such time, if ever, as Senior Mortgagee (i) discontinues its pursuit of any cure and/or (ii) delivers to Subordinate Mortgagee Senior Mortgagee's written consent to the Enforcement Action described in the Enforcement Action Notice. Senior Mortgagee will not be subrogated to the rights of Subordinate Mortgagee under the Subordinate Documents by reason of Senior Mortgagee having cured any Subordinate Mortgage Default. However, Subordinate Mortgagee acknowledges that all amounts advanced or expended by Senior Mortgagee in accordance with the Senior Loan Documents or to cure a Subordinate

Mortgage Default will be added to and become a part of the Senior Indebtedness and will be secured by the lien of the Senior Mortgage.

- (b) Senior Mortgagee will deliver to Subordinate Mortgagee a copy of any Notice sent by Senior Mortgagee to Borrower of a Senior Mortgage Default within 5 Business Days of sending such Notice to Borrower. Failure of Senior Mortgagee to send Notice to Subordinate Mortgagee will not prevent the exercise of Senior Mortgagee's rights and remedies under the Senior Loan Documents. Subordinate Mortgagee will have the right, but not the obligation, to cure any monetary Senior Mortgage Default within 30 days following the date of such Notice; provided, however, that Senior Mortgagee will be entitled during such 30-day period to continue to pursue its remedies under the Senior Loan Documents.

Subordinate Mortgagee may, within 90 after the date of the Notice, cure a non-monetary Senior Mortgage Default if during such 90-day period, Subordinate Mortgagee keeps current all payments required by the Senior Loan Documents. If such a non-monetary Senior Mortgage Default creates an unacceptable level of risk relative to the Mortgaged Property, or Senior Mortgagee's secured position relative to the Mortgaged Property, as determined by Senior Mortgagee in its sole discretion, then during such 90-day period Senior Mortgagee may exercise all available rights and remedies to protect and preserve the Mortgaged Property and the Rents, revenues and other proceeds from the Mortgaged Property. Subordinate Mortgagee will not be subrogated to the rights of Senior Mortgagee under the Senior Loan Documents by reason of Subordinate Mortgagee having cured any Senior Mortgage Default. However, Senior Mortgagee acknowledges that all amounts paid by Subordinate Mortgagee to Senior Mortgagee to cure a Senior Mortgage Default will be deemed to have been advanced by Subordinate Mortgagee pursuant to, and will be secured by the lien of, the Subordinate Mortgage. Notwithstanding anything in this Section 5(b) to the contrary, Subordinate Mortgagee's right to cure any Senior Mortgage Default will terminate immediately upon the occurrence of any Bankruptcy Proceeding.

- (c) In the event of a Subordinate Mortgage Default, Subordinate Mortgagee will not commence any Enforcement Action until 90 days after Subordinate Mortgagee has delivered to Senior Mortgagee an Enforcement Action Notice with respect to such Enforcement Action, provided that during such 90-day period or such longer period as provided in Section 5(a), Subordinate Mortgagee will be entitled to seek specific performance to enforce covenants and agreements of Borrower relating to income, rent, or affordability restrictions contained in the Regulatory Agreement, subject to Senior Mortgagee's right to cure a Subordinate Mortgage Default set forth in Section 5(a). Subordinate Mortgagee may not commence any other Enforcement Action, including any foreclosure action under the Subordinate Mortgage, until the earlier of (i) the expiration of such 90-day period or such longer period as provided in Section 5(a), or (ii) the delivery by Senior Mortgagee to Subordinate Mortgagee of Senior Mortgagee's written consent to such Enforcement Action by Subordinate Mortgagee. Subordinate Mortgagee

acknowledges that Senior Mortgagee may grant or refuse consent to Subordinate Mortgagee's Enforcement Action in Senior Mortgagee's sole and absolute discretion. At the expiration of such 90-day period or such longer period as provided in Section 5(a) and, subject to Senior Mortgagee's right to cure set forth in Section 5(a), Subordinate Mortgagee may commence any Enforcement Action. Any Enforcement Action on the part of Subordinate Mortgagee will be subject to the provisions of this Agreement. Subordinate Mortgagee acknowledges that the provisions of this Section 5(c) are fair and reasonable under the circumstances, that Subordinate Mortgagee has received a substantial benefit from Senior Mortgagee having granted its consent to the Subordinate Mortgage, and that Senior Mortgagee would not have granted such consent without the inclusion of these provisions in this Agreement.

- (d) Senior Mortgagee may pursue all rights and remedies available to it under the Senior Loan Documents, at law, or in equity, regardless of any Enforcement Action Notice or Enforcement Action by Subordinate Mortgagee. No action or failure to act on the part of Senior Mortgagee in the event of a Subordinate Mortgage Default or commencement of an Enforcement Action will constitute a waiver on the part of Senior Mortgagee of any provision of the Senior Loan Documents or this Agreement.
- (e) If the Enforcement Action taken by Subordinate Mortgagee is the appointment of a receiver for any of the Mortgaged Property, all of the Rents, issues, profits and proceeds collected by the receiver will be paid and applied by the receiver solely to and for the benefit of Senior Mortgagee until the Senior Indebtedness will have been paid in full.
- (f) Subordinate Mortgagee consents to and authorizes the release by Senior Mortgagee of all or any portion of the Mortgaged Property from the lien, operation, and effect of the Senior Loan Documents. Subordinate Mortgagee waives to the fullest extent permitted by law, all equitable or other rights it may have (i) in connection with the release of all or any portion of the Mortgaged Property, (ii) to require the separate sale of any portion of the Mortgaged Property, (iii) to require Senior Mortgagee to exhaust its remedies against all or any portion of the Mortgaged Property or any combination of portions of the Mortgaged Property or any other collateral for the Senior Indebtedness, or (iv) to require Senior Mortgagee to proceed against Borrower, any other party that may be liable for any of the Senior Indebtedness (including any general partner of Borrower if Borrower is a partnership), all or any portion of the Mortgaged Property or combination of portions of the Mortgaged Property or any other collateral, before proceeding against all or such portions or combination of portions of the Mortgaged Property as Senior Mortgagee determines. Subordinate Mortgagee waives to the fullest extent permitted by law any and all benefits under California Civil Code Sections 2845, 2849 and 2850. Subordinate Mortgagee consents to and authorizes, at the option of Senior Mortgagee, the sale, either separately or together, of all or any portion of the Mortgaged Property.

Subordinate Mortgagee acknowledges that without Notice to Subordinate Mortgagee and without affecting any of the provisions of this Agreement, Senior Mortgagee may (i) extend the time for or waive any payment or performance under the Senior Loan Documents; (ii) modify or amend in any respect any provision of the Senior Loan Documents; and (iii) modify, exchange, surrender, release, and otherwise deal with any additional collateral for the Senior Indebtedness.

- (g) If any party other than Borrower (including Senior Mortgagee) acquires title to any of the Mortgaged Property pursuant to a foreclosure of, or trustee's sale or other exercise of any power of sale under the Senior Mortgage conducted in accordance with applicable law, the lien, operation, and effect of the Subordinate Mortgage automatically will terminate with respect to such Mortgaged Property.

6. Amendment to Regulatory Agreement upon a Foreclosure

If any party other than Borrower (including Senior Mortgagee) acquires title to any of the Mortgaged Property pursuant to a foreclosure of, or trustee's sale or other exercise of any power of sale under the Senior Mortgage conducted in accordance with applicable law, any and all provisions of the Regulatory Agreement concerning any of the following subjects shall be terminated and of no further force and effect:

- (a) Remedies relating to the appointment of receiver, injunctive relief or other remedies that relate to the possession or control of the Rents, issues, profits and proceeds of the Mortgaged Property.
- (b) Remedies relating to the Subordinate Mortgagee's ability to take possession of the Mortgaged Property.
- (c) Provisions relating to the Subordinate Mortgagee's ability to remove or replace the property manager.
- (d) Provisions relating to the establishment of an operating reserve, replacement reserve or other reserve or escrow account.

Notwithstanding the foregoing nothing set forth above is intended, nor will it be construed, to in any way limit the exercise by Subordinate Mortgagee of its governmental powers (including police, regulatory and taxing powers) with respect to the enforcement of the provisions of the Regulatory Agreement

All other terms and conditions of the Regulatory Agreement shall remain in full force and effect.

7. Miscellaneous Provisions.

- (a) If there is any conflict or inconsistency between the terms of the Subordinate Documents and the terms of this Agreement, then the terms of this Agreement will control.
- (b) This Agreement will be binding upon and will inure to the benefit of the respective legal successors and permitted assigns of the parties to this Agreement. No other party will be entitled to any benefits under this Agreement, whether as a third-party beneficiary or otherwise.
- (c) This Agreement does not constitute an approval by Senior Mortgagee of the terms of the Subordinate Documents.
- (d) Each notice, request, demand, consent, approval or other communication (collectively, “**Notices**,” and singly, a “**Notice**”) which is required or permitted to be given pursuant to this Agreement will be in writing and will be deemed to have been duly and sufficiently given if (i) personally delivered with proof of delivery (any Notice so delivered will be deemed to have been received at the time so delivered), or (ii) sent by a national overnight courier service (such as FedEx) designating earliest available delivery (any Notice so delivered will be deemed to have been received on the next Business Day following receipt by the courier), or (iii) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any Notice so sent will be deemed to have been received on the date of delivery as confirmed by the return receipt), addressed to the respective parties as follows:
 - (i) Notices intended for Senior Mortgagee will be addressed to:

Jones Lang LaSalle Multifamily, LLC
2177 Youngman Avenue, Suite 300
St. Paul, MN 55116
Attention: Loan Servicing
 - (ii) Notices intended for Subordinate Mortgagee will be addressed to:

Community Development Commission
Housing Authority of the City of National City
140 East 12th Street, Suite B
National City, CA 91950
Attention: Executive Director

Any party, by Notice given pursuant to this Section, may change the person or persons and/or address or addresses, or designate an additional person or persons

or an additional address or addresses, for its Notices, but Notice of a change of address will only be effective upon receipt. Neither party will refuse or reject delivery of any Notice given in accordance with this Section.

- (e) Nothing in this Agreement or in any of the Senior Loan Documents or Subordinate Documents will be deemed to constitute Senior Mortgagee as a joint venturer or partner of Subordinate Mortgagee.
- (f) Upon Notice from Senior Mortgagee, Subordinate Mortgagee will execute and deliver such additional instruments and documents, and will take such actions, as are required by Senior Mortgagee in order to further evidence or implement the provisions and intent of this Agreement.
- (g) This Agreement will be governed by the laws of the State in which the Land is located.
- (h) If any one or more of the provisions contained in this Agreement, or any application of any such provisions, is invalid, illegal, or unenforceable in any respect, the validity, legality, enforceability, and application of the remaining provisions contained in this Agreement will not in any way be affected or impaired.
- (i) The term of this Agreement will commence on the date of this Agreement and will continue until the earliest to occur of the following events: (i) the payment of all of the Senior Indebtedness; provided that this Agreement will be reinstated in the event any payment on account of the Senior Indebtedness is avoided, set aside, rescinded or repaid by Senior Mortgagee as described in Section 2(e) of this Agreement, (ii) the expiration or other termination of the Regulatory Agreement, (iii) the acquisition by Senior Mortgagee or by a third party purchaser of title to the Mortgaged Property pursuant to a foreclosure of, deed in lieu of foreclosure, or trustee's sale or other exercise of a power of sale or similar disposition under the Senior Mortgage; or (iv) with the prior written consent of Senior Mortgagee, without limiting the provisions of Section 5(d), the acquisition by Subordinate Mortgagee of title to the Mortgaged Property subject to the Senior Mortgage pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale under) the Subordinate Mortgage.
- (j) No failure or delay on the part of any party to this Agreement in exercising any right, power, or remedy under this Agreement will operate as a waiver of such right, power, or remedy, nor will any single or partial exercise of any such right, power or remedy preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power or remedy under this Agreement.
- (k) Each party to this Agreement acknowledges that if any party fails to comply with its obligations under this Agreement, the other parties will have all rights

available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief.

- (l) Nothing in this Agreement is intended, nor will it be construed, to in any way limit the exercise by Subordinate Mortgagee of its governmental powers (including police, regulatory and taxing powers) with respect to Borrower or the Mortgaged Property to the same extent as if it were not a party to this Agreement or the transactions contemplated by this Agreement.
- (m) This Agreement may be assigned at any time by Senior Mortgagee to any subsequent holder of the Senior Note.
- (n) This Agreement may be amended, changed, modified, altered or terminated only by a written instrument or written instruments signed by the parties to this Agreement.
- (o) This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

[Signature and acknowledgment pages follow]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

SENIOR MORTGAGEE:

**JONES LANG LASALLE MULTIFAMILY,
LLC**, a Delaware limited liability company

By: _____
Katie Mikul
Closing Coordinator

STATE OF MINNESOTA)
) ss:
COUNTY OF RAMSEY)

On this ____ day of _____, 2017 before me, the undersigned officer, personally appeared Katie Mikul, to me known, who being by me duly sworn, did depose and say that she is the Closing Coordinator of JONES LANG LASALLE MULTIFAMILY, LLC, the company described in and which executed the foregoing instrument; and that by virtue of authority conferred upon her, she signed and delivered the foregoing instrument as the voluntary act and deed of said company.

Notary Public

SUBORDINATE MORTGAGEE:

**COMMUNITY DEVELOPMENT COMMISSION OF
THE CITY OF NATIONAL CITY, ACTING IN ITS
CAPACITY AS THE HOUSING AUTHORITY OF
THE CITY OF NATIONAL CITY**

By: _____
Leslie Deese, Executive Director

Approved as to Form:

By: _____
Name: _____
Title: _____

[Acknowledgments continue on next page]

STATE OF CALIFORNIA }
COUNTY OF _____ }

(NOTARY
SEAL)

Title of Document Type _____
 Number of Pages _____ Date of Document _____
 Signer(s) Other Than Named Above _____

CONSENT OF BORROWER

Borrower acknowledges receipt of a copy of this Subordination Agreement, dated _____, 2017, by and between **JONES LANG LASALLE MULTIFAMILY, LLC**, and **COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF NATIONAL CITY**, acting in its capacity as the Housing Authority of the City of National City and consents to the agreement of the parties set forth in this Agreement.

BORROWER:

SUMMERCREST APARTMENTS, LP

a Delaware limited partnership

By: AOF Summercrest LLC
a Delaware limited liability company
its: Managing General Partner

By: AOF/Pacific Affordable Housing Corp.,
a California nonprofit public benefit corporation
its: Sole Member

By: _____
Name: _____
Title: _____

By: Summercrest Apartments LLC
a Delaware limited liability company
its: Co-General Partner

By: BLF Holdings, LLC
a Washington limited liability company
its: Sole Member

By: The Brian L. Fitterer Revocable Trust
A California Trust
Its: Sole Member

By: _____
Brian L. Fitterer
Trustee

(Subordination Agreement-National City)

STATE OF CALIFORNIA }
COUNTY OF _____ }

(NOTARY
SEAL)

Title of Document Type _____
 Number of Pages _____ Date of Document _____
 Signer(s) Other Than Named Above _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF _____ }

On _____, 2017, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(NOTARY
SEAL)

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO
THE DOCUMENT DESCRIBED AT RIGHT.

Title of Document Type _____
 Number of Pages _____ Date of Document _____
 Signer(s) Other Than Named Above _____

EXHIBIT A
LEGAL DESCRIPTION